RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT

VOL. 5

1745

Records of Fort St. George

PLEADINGS IN THE MAYOR'S COURT, 1745

(Volume V)

Madras. Mayor's Court.

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PREFATORY NOTE

This Volume is the Fifth of the series known as "Pleadings in the Mayor's Court" of the Mayor's Court Records and relates to the year 1745.

The original Volume is mended and is in a fair state of preservation. The matter for the earlier portions missing in the original volume has been supplied by the courtesy of the India Office and printed as Addendum to the Volume.

EGMORE,
10th December 1938.

B. S. BALIGA,
Curator, Madras Record Office.

RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT

1745

(VOLUME V.)

"For earlier portions, see the addendum."

Plaintiffs Servant Muggana, and indeed whether it be probable the pl^{t}. did disburse that sum at all after what had passed between him and the said Governour in relation to the Plts several offers which it must be supposed was previous to the 2^{d}. March 1737/8 the day the plaintiff pretends he sent the money by his servant Muggana, and as to the Consideration for which he pretended to have sent it namely the Liberty of going down to Vizagapatam and to take in his turned out Cloth, this Defendant saith that before that time namely the 2^{d}. day of March 1737/8 the Plaintiff had no reason to believe the Governour would be averse or oppose his going down to Vizagapatam which the Pl^{t}. on the 13th. day of Novr. last owned was of that Consequence to him, that if he could not have gone down again as Chief he Intended to return thither in a private station For this Defendant set forth that the Sea horse sailed for Vizagapatam the 27th. February 1737/8 which Ship had been bought some days before in partnership Between the plaintiff and the said Governour and designed to be Continued in the Trade between Vizagapatam and this place and this Defendant does further sets forth that the same 27 February 1737/8 a Letter to the Board signed by the said Plaintiff and dated the day before was read in Council wherein the said Plaintiff did return thanks for their Indulgence in giving him a Hearing before they proceeded to pass any Censure upon his Conduct and that he did not doubt he should convince them that it was not possible the last year (meaning the year 1737) to do more or better than he Did, and that no body under the like circumstances could have done otherwise which this Defendant concludes was a preparative to his going down again and from which this Defendant inferrs the Plaintiff could have no occasion to make so Considerable a Present the 2^{d}. March 1737/8 to obtain that which he had before little reason to doubt of, but whether it was worth the Plaintiffs while to make a present so considerable meerly to take in his Turned out Cloth this Defendant will not pretend to say but since his Turned out Cloth was not taken in, and the Plaintiff only permitted to return again and that as this Defendant is Informed was Consented to in Consideration of his family and Effects remaining there, and on the most Solemn assurances on the plaintiffs part that he would do his utmost to make a good Investment and if he could not

serve the Company there, he would himself desire to come up the next season. This Defend[t]. referrs it to the Consideration of this Honourable Court whether it is Consistent with reason or probability the plaintiff should make so considerable a present and to convey it in the manner he pretends though Cautioned against it and not only so but Thô the plaintiff staid in the place till the 1st. of April 1738 and was frequently with the Governour between that day and the 2[d]. March 1737/8 yet in all that Time he never once gave him the least Hint or intimation that he had sent the sum of 2000 Pagodas or any other sum which the Plaintiff Confessed the 13 Nov[r]. last he did not.

All which matters and things this Defendant is ready to averr and maintain and prove as this Honourable Court shall award and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained.

HENRY DEVEIL
Attorney for the Defend[t].

January the 8th. 1739/40.

The Replycation of John Sanderson Merch[t]. of Madras Complainant to the answer of Cashiah Chitty Audeapah of the same place Defendant.

THE said Replyant saving and reserving to himself all and all manner of Benefit and advantage of Exception to the said answer for Replyca thereto saith his Bill of Complaint Exhibited in this Honourable Court ag[t]. the Defendant and all and every the matters and things therein contained are true and sufficient in the Law to be answered unto For this Replyant says that he will prove by his Books which will appear regularly kept that the said 2000 Pagodas were paid to Cashia Chitty Audeapah this Replyant will also prove by his servant Mugganah that the said 2000 Pagodas were paid into the hands of the Defendant Cashia Chitty Audeapah, which said Mugganah is now come from a place a great distance off as far as from Metc[h]lepatam lame and Infirm on purpose to testify the Truth that is to say the delivery of the said 2000 P[s]. on Notice given him by this Replyant that the Defendant dared to deny the receipt of the same and this Repliant must observe that the situation of Metchlepatam is well known to this Honourable Court and this Replyant humbly conceives this Honourable Court will be induced to believe the said Mugganah's Intentions honest and sincere that has come thus far on the purposes aforesaid when it was an easy matter for him the said Mugganah to have evaded coming by being Lame and Infirm as he really is or by pretending sickness, or by absolutely refusing to come, it being intirely out of this repliants power to have obliged him so to do and this Replyant will by his this Replyants Oath prove that Cashiah Chitty Audeapah did acknowledge the Receipt of the said Money to this Repliant in the following manner Viz[t]. Some time after this Repliant was come up from Vizagapatam this Repliant having been with the Governour when coming down stairs he this Replyant meet Cashia Chitty Audeapah the Defendant and took him the Defendant into the General Hall Table to the North East Window and there talked with him about the hardships he this Repliant conceived he had sustained and told him that he must have the 2000 Pagodas returned that it was too much to loose with other words to the same Effect, the Defendant did then declare or say that he would see and speak the second time this Repliant saith to the Defendant about it he then answered he had not yet spoke, but that he would see and get it, and at the same time desired this Repliant to be Secret the third time this Repliant spoke to the Defendant about the said 2000 pagodas, he the Defendant answered it was a present and that he this Repliant must never Expect to see any thing of it, but this Repliant declares and will do so on oath that the Defendant never once denied the receipt of the said 2000 Pagodas till he the Defendant was Confronted before the Governour by this Repliant when he then did deny the receipt of the same money, and when he was told that he acknowledged the receipt to this Repliant and had said that he would see and get it, he the said Defendant had then recourse to that strange fetch set forth in this Repliants Bill, That his talk with this Repliant was about two thousand Pagodas the Repliant should say he had lent his the Defendants GoeMaster to the Northward, but about no other two thousand Pagodas) now how this Repliant could

talk about 2000 Pagodas lent to the Go-Master no such sum having been lent this Replyant must leave with this Honourable Court who are not Tied & monacled by the Shackles of the Law but will Judge according to Equity and good Conscience.

All which matters and things this Repliant is ready to averr maintain and prove and humbly prays as in and by his said Bill he hath already prayed.

John Russell
Attorney for the Complainant.

January 29th. 1739/40. The Rejoinder of Cashia Chitty Adeapah Merchant of Madras Defendant to the Replica of John Sanderson late of the said place Merchant, Complainant.

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the Incertainty and Insufficiency of the said Replycation saith That the Defendants said Answer is certain true and sufficient in the Law to be replied unto, and he also saith, That if the Repliant hath kept Regular Books it is Impossible they should prove the payment of any sum of money to this Defendant because the sd. Replyant pretends that till the 13th. of Novr. last past he thought the Governour had the money in dispute, therefore no entry made in march 1736/7 can prove this Defendant had it, The most that can be made of this proof is that the Replyant (suppose he ever did Issue the money at all) did give it to his servant Muggonah with orders to pay the same to this Defendant but the entry in his Books can by no means prove that Muggona made such payment and for the Testimony of the said Muggonah this Defendant knoweth not yet what it is, But humbly begs leave to answer what the Repliant saith of the Voluntary coming up of Muggona and the Impossibility from the Situation of Metchlepatam that he shod. be forced to come against his Inclination thereto, This Defendant saith that altho' he cannot as yet prove that the said Muggonah was brought from Metchlepatam by force yet he thinks he has good reason to believe he was, since it is well known that the Dutch Chief of Pullicatt was Employed by the Replyant to get him from Metchlepatam to Pullicatt and did there detain the said Mugganah till the Replyant himself went to Pullicatt and did deliver him into the Charge of his own Peons; Since therefore force was used to bring him from Pullicatt hither it is as reasonable to suppose the same means were used to get him from Metchlepatam to Pullicatt, neither it is difficult to conceive that the Dutch Chief at Metchlepatam might lay hold on Muggonah & send him to Pullicatt without applying to the Phausdar of the former place for leave, or that a sum of money (which the pretence on which this Cause is founded shews the Replyant would not refuse to give to obtain his end) might engage the Phausder to deliver him up, This Defendant saith as above that the Chief of Pullicatt did detain Muggonah till he had advised the Replyant that he was there That thereupon the Replyant did go in the most private manner to Pullicatt Discoursed with the said Muggonah there brought him hither under Charge of his own peons till he the said Muggonah came to this place and on his arrival here shut him up and confined him in his the Replyants house suffering no Body to speak to him but in his presence, and at last obtained an order from this Honourable Court for Examining the said Muggonah before the usual time for such Examination which Generally is not till Issue joined Except in Extraordinary Cases all which Proceedings of the Replyants this Defendt. conceives will Justify him in saying this Witness is an Involuntary one for if a Regard to Truth or Love to his Master had been the motives which Engaged him to come from so distant a place as Metchlepatam in so weak a Condition as is set forth by the Replyant what reason could there be to suspect he would after all this prevaricate or falsify the Evidence he had taken so much Trouble to Come up hither to give But it is Easy to answer for the proceeding of the Repliants upon a supposition that Muggonah did not come voluntarily. The detaining him at Pullicatt till the Repliant arrived there, the bringing him by peons from thence, the locking him up in the Replyants house and not suffering him to speak to any Body till Examined and getting that done before the usual time not because Maggonah's affairs call'd him

away for Muggonah is here still, But because the Repliant himself was going to Europe, all carry in them visible marks of Restraint & show that the Replyant apprehended the said Witness when free from the Terrors he was under of the severity of his Master would confess the Truth to clear this Defendant and this Defendant humbly leaves it to the Judgm^t. of this Honourable Court whether he ought to be condemned on the Evidence of one Single Witness under the Circumstances above recited, and who besides is (as this Defendant can prove) a person of ill Fame and Reputation add to which That if this Witness has given any Evidence against this Defendant (for as before said Yet this Defendant knoweth not what it is) It must be that he received the money from his master and paid it this Defendant. This Defendant therefore Conceives that this Evidence is not to be admitted since what he swears against this Defendant is only to clear himself for having acknowledged he received the money; If he doth not swear he paid it this Defendant he himself must be Answerable for it; and as it is a known maxim that no person can be a good Evidence who is to be a Gainer by the Issue of the Cause of which the Replyant seems Convinced when he tells this Honourable Court they are not Tied & manacled by the shackles of the Law but will Judge according to Equity and good Conscience That is, he hopes they will give Judgm^t. for him tho' the Evidence doth not amount to what the Law Directs. This Defendant also promisses himself this Honourable Court will Judge according to Equity and Good Conscience, and (since there is no sufficient Evidence nor any but what are Intrested against him in the Cause will Discharge him from this prosecution.

This Defendant further begs leave to represent to this honourable Court that if upon such a Charge supported in so slight a manner he is to be Condemned no man can be safe in his Fortune; Tis true this Case is some what particular but it is Easy to Frame many others with Circumstances much more probable yet Equally false, and it is yet more Easy to find persons who (Either for fear or Reward) may give Evidence in such a Case else why so many Laws against perjury and subornation and why are so many rules for Judging of in such cases laid down in Acts of Parliament.

For the next thing is this Defendant absolutely denies and has on his oath already denied he ever had any Discourse with the Repliant about the sum in Question till the 13th. of November tho' the Replyant had at different times discourses with this Defendant about other matters, particularly the last they had together was about sundry Complaints brought up against the Replyant from Vizagapatam at which time this Repliant did double his Fist at this Defendants and in great passion tell him that since he had not hindred those Complaints from coming to the Governours Ears he the Replyant would find means to be revenged on this Defendant whether this prosecution be that revenge or not This Defendant will not take upon him to say.

The Repliant further saith that he'll take his Oath this Defendant never denied the Receipt of the money till he was Confronted before the Governour which is very true because that being the first time This Defendant ever heard of it, it must necessarily be the first time he ever Denied it, and as to what the Repliant saith about money advanced to his Gomastahs that affair is set forth in this Defendants answer to which he most humbly referrs.

And this Defendant also saith as in and by his said Answer he hath already said and does and will averr and maintain all and every Thing & Things therein to be true and certain in such manner & form as they & every of them are therein alledged and Expressed.

Henry Deveil
Attorney for the Defendant.

February 26th. 1739/40.

The Surrejoinder of John Sanderson late of Madras, Merchant, Complainant to the Rejoinder of Cashia Chitty Audeapa of the same place.

This Complainant upon perusal of the Defendants Rejoinder and finding new Matters therein set forth by the Defendant least this Honble Court may be Induced to believe what the Defendant sets forth in his said Rejoind^r. to be true Viz^t. that this Complaint forced & Compelled Mugganah a Witness in this Complainants Cause

to come from a place called Metchlepatam to bear Testimony in behalf of this Complainant and that this Complainant did Confine or Imprison the said Mugganah in his this Complainants house not suffering the said Mugganah to go abroad or any person to come to him the said Mugganah, all which is most Notoriously false, for this Complainant says That the said Mugganah did on advice by Letter only come from Metchlepatam as farr as Pullicate where this Complainant did advise the said Muggana to stay till he the said Mugganah should have advised this Complainant of his the said Mugganahs arrival at Pullicatt and this Complainant shews that his the Complainants reason for going to Pullicatt was to Conduct the said Mugganah to Madras and to prevent any Insult that might have been put on the said Mugganah by a person so powerfull as the Defendant, nor could this Complainant do otherwise in Justice to himself not daring to send any person on the said Errand Viz^{t}. To bring the said Mugganah to Madras It being Notorious that all Tanissaries the persons that usually go on such Messages are Intirely at the Beck & are to be Influenced by the Defendant neither will it be at all surprizing to this Complainant if the Defendant should bring 500 Witnesses to support what the Defendant sets forth in his said Rejoinder, and this Complainant begs leave to lay before this Honourable Court one Instance only of the power of a Man in the Defendants station, Ancanah (Father in the Law to the Defendant) Dubash or Servant to the late James Mackray Esqr., formerly Governour of Fort S^{t}. George soon after the Arrival of his Majesties Charter did procure a petition signed by more than 300 black Merchants, the principal Inhabitants of Madras, to be preferred to the then Governour setting forth in the said Petition the Grievances They the said Merchants Together with the rest of the Black Inhabitants Laboured under by the Charters being put in Execution, both in the Court of Oyer and Terminer, and in the Honble the Mayors Court and did in the said Petition pray that the Honourable Company might be prevailed upon to procure the said Charter to be Recalled and that said Court might be abolished and this Complainant shews that in the year Thirty or Thirty one as this Compl^{t}. believes when George Morton Pitt Esqr. was Governour the said Petitioners did acknowledge they were obliged to sign the said petition, and that he the said Ancanah did Oblige them so to do, Some were obliged to sign by Blows others by Threats, others by being placed in the Sun and sundry other Methods peculiar to this Country made use of to bring people to Complyance (in consequence of which the said petition was ordered to be Burnt by the hands of the Common Hangman) and was Burnt accordingly. For which Arbitrary proceedings and many others presented by the then Grand Jury the said Ancanah was fined 20,000 Pagodas to be paid to the Honourable Company & to be Imprisoned for a Term of years, as will by the Records of the said Court of Oyer and Terminer more fully appear From which this Complainant begs Leave to Inferr that it can be no ways surprizing if the Defendant brings a Number of Witnesses to prove the Compulsary measures said by the Defendant to be used by this Complainant to bring the said Mugganah to Madras. Since the Complainant is gone from Europe & cannot possibly Confront the Defendant or Witnesses neither can it be at all strange if a number of Witnesses be made use of to Vellify this Complainants Witness Mugganah seeing he is also departed to his own home and this Complainant shews the nature of this Complain^{ts}. Case will admitt of no more Witnesses as to the Delivery of the money than one, that a very Substantial one. The other proofs as this Complainant humbly conceives are strong Circumstantial ones therefore this Complainant humbly hopes the Defendants Witnesses will have their due Weight with this Honourable Court and humbly prays as in and by his said Bill and Replica he hath already prayed.

John Russell
Attorney for the Complainant.

March The 4th. 1739/40.

The Rebutter of Casuivah Chitty Adeapah Defendant to the Surrejoinder of M^{r}. John Sanderson late Merchant of Madras Complainant.

This Defendant upon perusal of the Complainants Surrejoinder finds therein sev^{l}. allegations set forth which argue new matter to be answered by this Defendant who begs leave to observe in Referrence thereto.

First an Absolute Denial of any fforce used to bring Mugganah from Metchlepatam and of the Keeping him up in the Complainants house not suffering any Body to come to him.

Secondly an Endeavour to prepossess this Honourable Court against such Evidences as may be produced by this Defendant to prove such fforce and Confinement.

Thirdly a matter is stated & urged as an Instance of the power of another person who was formerly Dubash to a Governour as this Defendant now is.

Fourthly an Endeavour to Invalidate the Evidence this Defendant may bring against Muggana's Character.

Fifthly an Objection to any Evidence This Defendant may bring because both the Complainant and Muggana being out of the way cannot Confront such Evidence.

To the first of these, This Defendant answers that it's known to all this Town that the Complainant did go himself to Pullicatt and Leave his Peons to bring Muggana from thence which the Complainant confesses himself giving for reason that he did not dare to do otherwise so that all set forth in the Rejoinder about this affair is not absolutely false as affirmed in this Surrejoinder and for the rest it said to be new matter and the Complain^t. gone to Europe, If so this Defendant humbly Conceives the persons employ'd to prosecute in his absence, cannot have Consulted him upon such new matter nor have received any Instructions from him on such new matter and therefore their affirming that Mugganah came Voluntarily on a Letter only can be only a bold assertion without Foundation and the more so because Mugganah being also Industriously removed out of the way they have had no opportunity even to inquire of him, This Defendant therefore Conceives they thought such assertion necessary for support of their Cause, and Ventured upon it without instructions and therefore since the manner of bringing him from Pullicatt and stands confessed & the Confinement here is so publickly known to all the World, The suggestion in this Defend^ts. Rejoinder that the same methods were used to bring him from Metchlepatam stands still uncontroverted.

As to the 2^d. Article that it is in this Defendants power to procure 500 Witnesses to prove the above force, This Defendant sees not what use can be made of it, For if 500 Witnesses will perjure themselves, one surely may be supposed capable of it, If a Dubash can Influence such a Number, surely a Master one of the Council of this place may be supposed to Influence his Servant Especially Considering the manner in which the Servant was brought hither and kept while here. This Objection Therefore Concludes as strongly against Muggona's Evidence as it can do against the Evidence this Defend^t. may produce. Thirdly the Instance given to prove Ancona's power while Dubash to M^r. Macrae, is not only untruly stated, but otherwise is no ways applicable to this case (for the said Ancona was never called to account or Examined about the petition against the Charter nor was he Fined or Imprisoned on that account But for other Misdemeanours and tho' this Defendant believes it to be true that some of the Petitioners did confess they had signed to the said petition against their Opinion yet it no way appears Except in the Surrejoinder that they were forced to it by the means or in the manner there set forth, But if such means had been made use of the Case is not parralel for in that Affair it is Notorious that Ancona acted by order of his Master. & therefore could Venture upon a strain of power since there was little probability of Complaints carried to M^r. Macrae ag^t. his Servt. for doing what he ordered would meet with success. But in the Case of this Defendant no Compulsion can be used because it is so apparently the Interest of the present Government to have this matter cleared up, that if this Defendant be really found Guilty he may not foster a Snake in his Bosom If therefore this Defendant were to use force to obtain Evidence they would meet with Encouragement if they Complained. But supposing what's very Improbable that they should fear to Complain yet the Complainants Constituents would not fail to Let the Governour know it who as above said is so greatly concerned to

find out Whether this Defendant be a Rogue or not. The fourth article is answered in the answer to the second, But the Fifth this Defendant cannot less pass without a Remark or two, It says that the Complainant being gone to Europe and Muggana returned to his own home, can neither of them confront the Evidence this Defendant may bring, This Defendant see's not what use is designed to be made of this for the Complainant, since the persons, who drew up the Surrejoinder for him and carry on this prosecution can as well Cross Examine or Confront the Evidences brought by this Defendant as the Constituent, or Muggana if present could do, But they have helped this Defendant with a strong argument in his Favour in this objection which he Believes slipp'd unawares from them, For if this Def^ts^. Witnesses must not be Believed because they cannot be Confronted how much more strongly may this Defendant urge this against Mugganahs Evidence. That he was brought by fforce from Metchlepatam remains yet a doubt it is Notoriously known that he was met at Pullicatt by his Master, Delivered to his Masters Peons, (or as they are called in the Surrejoinder Janizaries) at Pullicatt by them brought to his Masters house at Madras, kept close Confined there & nobody but such as his Master allow'd of permitted to speak to him till he was Examined.

It is true this Defendant had a Copy of the Bill & put in his answ^r^. and might have Examined Mugganah to so much, but neither Replycation nor Surrejoinder being then Exhibited such Cross-Examination must have been very Imperfect and might rather Turn to his Detriment since Publication is not yet passed, and therefore the assertions in these two last not being Controverted by such Cross Examination might be look'd upon as Confessed tho' the sole reason of such Defect had been that Muggana were Examined before they were Extant and then sent out of the place.

Henry Deveil
Attorney for the Defend^t^.

Interrogatories to be Exhibited to such Witnesses as shall be produced sworn and Examined on behalf of the Plaintiff in a certain cause wherein John Sanderson of Fort S^t^. George is Plaintiff and Cashia Chitty Audeapah of the same place Defendant.

To Mugganah Do you know the parties in this Cause or either & which of them and how long have you known them or either & which of them Declare.

2^d^. Did you any time & when carry any money from the Plaintiff to the Defend^t^. If yea, say what was the sum so carried, how came you to carry the said money to the Defendant, was it by order of Plaintiff or by the request of the Defendant that you carried the said money, To whom did you deliver the said money, who was present when you Delivered the said money, and upon what Account did you deliver the said money, had you any present given you for delivering the said money, by whom was the present given & what was the present given, Did the person that gave the said present say he gave it you on his own account if not whose account did the person (that gave you the present) say the present was given, Do you remember what the said person said to you, when you took the present did he say anything to you about the Plaintiffs Books, Did the Plaintiff ever bid you ask for the money again, Did you ever ask the Defendant Audeapah for the said money, and what answer did he the said Audeapah make you, when you asked for the said money Declare Do you know of any other matter or thing that may be of Service to the Plaintiff in this Cause Declare.

John Russell
Attorney for the Complainant.

Additional Interrogatories on Behalf of the Plaintiff in a certain Cause wherein John Sanderson of Madras Merchant is Plt. and Cashia Chitty Adeapah is Defendant.

To Robert Giles Did you Live with the plaintiff as a Servant in what Capacity did you live with the plaintiff, was you with the plaintiff when Mugganah came from Pullicatt, do you know anything of the said Mugganah being kept prisoner at the plaintiffs house Do you know of any Body being set over the said Mugganah to prevent his going abroad do you know if he the said Mugganah did go abroad while he lived at the plaintiffs did he go frequently or seldom do you know or can you tell if he the said Mugganah had his ffreedom or Liberty to go where and when he pleased, Did you ever hear the said Mugganah say that he was brought by fforce to Madras, did you ever hear him say the Contrary or that he came of his own free will or did you ever hear him say why he came or what Invitation he had to come all which if you know Declare.

John Russell
Attorney for the Complainant.

Mayors Court at Madraspatnam. Between John Sanderson Complainant and Cashia Chitty Audeapa Defendant.

Depositions of Witnesses taken in this Cause by and before the Examiner in this Cause as follows.

Mugganah otherwise John De Silvia formerly servant to the Complainant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 16 day of January 1739/40 shewn at the office of Mr. Henry Deveil Attorney for the Defendant, by Charles Nero who left a name of the name Title and place of abode of the said Deponent Mugganah & afterwards on the same day being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complainant John Sanderson and has so known him about 16 years and the Defendant Cashia Chitty Audeapa being 18 and 20 years.

2d. To the second Interrogatory this Deponent saith That sometime before his Master the Complaint. returned to Vizagapatam in the year 1738 but least he should be mistaken in the year he saith at the time the Complaint. Lived in a House being to Mr. Holland Goddard in Gloucester Alley he this Deponent carried from the Complainant to the Complainant [*sic*] to the Defendant two Bags contg. each 1000 Pagodas the whole affair relating hereto this Deponent saith happned thus: A Peon came one Morning about 10 'Clock to call this Depont. to him, this Dept. went Immediately to the Fort when the Defendant Adeapah was, & met him above stairs in the Fort house, the Defendant taking this Dept. on one side told him to bring the 2000 Ps. of his Masters secretly Charging this Dept. at the same time to let neither Peon or servant know of it, this Deponent went accordingly to his Master the Complainant delivered his Message & received from him the above mentioned two Bags containing 2000 Pagodas tied them up in his sash and returned to the Defendant then in the Fort house, he the said Audeapah took this Deponent into the room where the Governours Servants wait & on their Entring the said Room all the Servants that were therein retired not one remaining besides this Deponent and the Defendant, at the same time the Governour called for a Servant the Defendant went to him for a small space & returned again then asked this Dept. for the 2000 Pagodas which the Dept took out of his Sash & delivered them into his own hands, which he received, & unlocked a Door that Let into the Governours Apartment the Deft. Entered that room with the money, returned & locked the Door again then he carried this Deponent to the stair head sent for a Shroff and ordered him to bring 20 Pagodas, that sum was brought, and the Deft. Audeapah put it into the Deponts. hands, telling him that it was a present to him from the Governour, that done, this Defendant took this Depont. on one side & told him to desire his Master the Complainant to

make no Entry in his Books of the sum aforementioned of 2000 Pag^s^. lest his Bramins & Conicoplys should have knowledge of it, Further this Deponent saith that he cannot be certain upon what account his master the Complainant ordered the above said sum to be paid the Defendant, nor did the Defendant ever tell this Deponent upon what account he received it: Further this Deponent saith that after the above mentioned affair was Transacted his Master stayed about a year at Vizagapatam and then returned to Madras when he his said Master told this Deponent he had asked the Defendant often for the money to no purpose and at the same time laid his orders on this Deponent to tell the Defend^t^. that matters had not happned at Vizagapatam to his Expectations therefore he Expected Restitution of the afores^d^. 2000 Pagodas this Deponent saith he delivered his Masters message in the foregoing words or words to that Effect but the Defendant made neither answer or reply to this Demand and Further this Deponent saith not to this Interrogatory.

To the third and last Interrogatory this Deponent saith he knows no other matter or thing material that can be of Service to the Complainant in this Cause.

The mark of Mugganah.

Robert Giles aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant, the former he has so known about five mo^s^. & the latter upwards of 4 years.

To the additional Interrogatory this Deponent saith that he Lived with & served the Complainant Sanderson as his Writer, & lived with the said Complainant when Mugganah came from Pullicatt, the said Mugganah was not kept prisoner at M^r^. Sanderson the Complainants house or elsewhere nor no person whatever set over him to prevent his going abroad, so much on the contrary the said Mugganah came and went as he thought fitt himself and others from abroad frequently came to see him the said Mugganah, so far he was from being under any Constraint of staying in the Complainants house, Further this Deponent saith he has heard the said Mugganah say that upon the Complainants sending him a Letter conveyed to him by the Dutch Chief of Pullicatt desiring to come to that place, he the said Mugganah voluntarily and of his own free will came to Pullicatt, and no force had been used to bring him thither, at Pullicatt the Complainant met him, and they came Together from thence to Madras, and the Deponent hath heard the said Mugganah say that Intent of the Compl^ts^. sending for him to Madras, was to prove his Delivering, & having delivered to the Defendant the sum of 2000 Pagodas and this Deponent was present when the said Mugganah made Oath before the Mayor of his having Delivered the Defendant that sum and further the Deponent saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that he has heard the Complain^t^. say that he gave the sum of 2000 Pagodas afs^d^. into the hands of the said Mugganah with orders to him to carry and deliver the same to the Defendant & that the said Mugganah told the Complainant he had done as Ordered at the same told the Complainant It was the Defendants desire that the Complainant should make no Entry of that money in his Books to prevents its coming to his the Complainants servants knowledge and this Deponent saith that he hath heard the Complainant say also, that he the Complainant had Demanded the sum of 2000 Pagodas aforesaid from the Defendant and that the Defendant made him answer the first time by saying he would see concerning it; on the Complainants asking him the second time for the money the Defend^t^. desired him to be silent in the affair & he would get the money returned the third time the Complainant demanded the money the Defend^t^. gave him for Answer that the money was a Gift therefore he could not Expect to have it returned him again, Thus much the Deponent heard the Complainant speak of the affair & further this Dep^t^. saith not.

Robert Giles.

Interrogatories to be administred to such witnesses as shall be produced sworn and Examined on the part and behalf of Cashia Chitty Audeapah in a certain Cause wherein Cashia Chitty is Defend^{t}. and M^{r}. John Sanderson is Complainant

To all the Witnesses : Do you know the parties Complainant & Defend^{t}. in this Cause, or either and Which of them & how long have you known them or either & which of them Declare.

2^{d}. To Rich^{D}. Benyon Esq^{R}. Item Did you ever receive any sum of money from the Hands of the Defendant on account or as sent from the Complain^{t}. John Sanderson Do you know that the Complainant ever sent the sum of 2000 Pagodas to this Defend^{t}. or that this Defendant ever received to your knowledge the aforesaid sum either from the Complainant or any of his the Complainants Servants Do you know any other matter or thing for the Defendant in this Cause If Yea set forth the same as you know have been Informed or do believe Declare.

3^{d}. To Gonga Chitty and Mertomiah & Cassure & Vencatasha & Taercon Dubash did you know John Mugganah when Living at Metchlepatam in whose service & how long have you known him, in what station did the said John Mugganah serve his Master? Do you know the said Muggonahs Family did they live in good Credit and repute what was his the said Muggonahs Father by Trade? Did his the said Muggonahs Father live with her lawful Husband or with whom did she live Did you know by sight the said Muggonahs Wife, if yea who did she live with before said Muggonahs Marriage to her & in what station did she Occupy; Do you know that M^{r}. John Sanderson wrote a Letter to the Dutch Chief at Metchlepatam, if yea, to what Intent was the Letter wrote, Do you know the said M^{r}. John Sanderson offered the said Mugganah a sum of money to come to Madras, Did not the said Muggana Inform you that M^{r}. John Sanderson had made him a present of a sum of money since his Arrival at Madras Declare.

4th. To Commadayo Item Do you know one John Mugganah late servant of M^{r}. John Sanderson Do you know that he carried a Roundell for the said M^{r}. John Sanderson? Do you know what other Service he occupied in for his said Master? Do you know the said John Muggonah's Family Do you know what Credit & repute they lived in Declare.

5th. To all the Witnesses Item Do you know any other matter or thing Material for the Defendant in this Cause if so set forth the same as you know, have been Informed or do believe, with the Reasons for such your Knowledge & belief Declare.

Henry Deveil
Attorney for the Defendant.

Interrogatories to be administred to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Cashia Chitty Audeapah is Defend^{t}. and M^{r}. John Sanderson Complainant.

To Rangapah & Chinnapiah & Colee & Gournadee Imprimis — Do you know that M^{r}. John Sanderson sent a Letter to the Chief of Pullicatt did you hear or was Informed that the Chief of Pullicatt sent for John Muggonah from Metchlepatam, Do you know that John Muggonah was sent for by two Peons to come to the Complainant who was then at Pullicat Do you know the Compl^{t}. & the said John Muggonah held a private Discourse together?

Did you hear the Complainant tell the said Muggonah not to be afraid for that the Complainant would protect him at which time Did you not observe the said Mugganah very dejected and seemingly weeping Did you not observe the Complainant put his hand on said Muggonah's head and bid him fear nothing, was you not present when the said Complain^{t}. stopped the said Muggonah's Douley on the Road

(Did not they converse together privately for some time? Near a place called Trivallavoy Do you know of Complainant gave the said Muggonah 25 Pag^{s}. Do you know the Compl^{t}. gave the said Mugganah other 10 Pag^{s}. on his arrival at Madras & what further you know passed Between the Complainant and said Muggonah Declare. Did you not hear the said Muggonah say he was sorry for being brought here did not the Complainant make you present to be secret in what Mugganah Declared to you.

2^{d}. Item Do you know any other matter or thing material for the Defend^{t}. in this Cause, If yea, set forth the same as you know have been inform'd or do believe with the reasons of such your knowledge or Belief Declare.

Henry Deveil
Attorney for the Defendant.

Mayors Court at
Madraspatnam.

Between John Sanderson Complainant and Cashia Chitty Audeapa Defendant.

Depositions of Witnesses taken in this Cause by & before the Examiner in this Court as follows.

Richard Benyon Esq^{R}. President and Governour of Fort S^{t}. George aged 41 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 22^{d}. day of February 1739/40 shewn at the office of M^{r}. John Russell Attorney for the Complainant by Charles Nero who left a Note of the name Title and place of abode of the said Deponent and afterwards on the same day and year being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant named in the Title of the Interrogatories & has so known each of them six years & upwards.

2^{d}. To the second Interrogatory this Deponent saith that he never did receive from the Defendant at any time any sum of money on account of the Complainant Sanderson nor does this Deponent know that ever the Complain^{t}. sent the sum of 2000 Pag^{s}. enquired after in this Interrogatory to the Def^{t}. nor whether the Defendant ever received the sum aforesaid from the Complainant or his Servants nor did this Deponent ever hear of the Complainants sending such a sum of money till the 13th. day of Novr. 1739 when the Complainant wrote this Deponent thereof.

5th. And as to the fifth & last Interrogatory this Deponent saith, that the said 13 day of Novr. 1739 being then at the Companys Garden this Depon^{t}. received a Letter from the Complainant Sanderson Demanding the said sum of this Deponent, & this Deponent saith that not rightly understanding what the Complainant meant, the Deponent sent for the Complainant to Explain it, and particularly as to the money which the Complainant said the Defendant received from the Complainants servant Mugganah, when the Deponent ask'd the Complainant what sum it was, The Complainant answered 2000 Pag^{s}. then this Deponent asked him for what? the Complainant said he understood it was for the Deponent, upon which this Deponent told the Complainant, that he this Deponent would take his oath he never received a Pagoda of it, but the Deponent said to the Complainant he would soon Inquire into this matter and thereupon this Deponent called for the Defendant, but he being that Morning in Town, the Deponent appointed the Complainant to meet him again in the Evening, when the Defendant being called in, & charged with having received the sum of 2000 Pagodas from the Complainant by the hands of his servant Mugganah and with having owned the Receipt of it, and promised repayment, which the Complainant affirmed he had, the Def^{t}. absolutely Denied it but acknowledged that the Complainant since his return to this place from Vizagapatam had told him the Defendant and that he the Complainant had advanced his Gomastahs at Vizagapatam to the amount of 2000 Pagodas in Rupees, and had demanded

that money of him here which the Defendant said he would to pay if the Complainant had any receipt for it from the Defendants Gomastahs, or so soon as they should give him any Advice that they had received it, Upon this the Complainant denied that he ever made such demand upon the Defendant, and said, those accounts were settled at Vizagapatam, and he had been paid there, upon which the Defend[t]. replied no sir for I paid you one Bill here for 833 Rupees, and another for 300 and odd pagodas the Complainant answered that he was now paid all, and had no Demand for any money advanced the Defendants Gomastah's upon this the Deponent Interrupted them, & told the Defendant that the Question was, Whether the 2[d]. day of March 1737/8 he received 2000 p[s]. from Mugganah the Complainants servant which was to be paid this Deponent which the Defendant denying again, the Complainant asked the Defendant whether he had not applied to him and told him that if he would persuade the Deponent to permitt the Complainant to go down again to Vizagapatam to settle his affairs there and bring up his Family, he would give the Defendant 2000 Pagodas The Complainant also said the Defendant told him in Answer that the Deponents mind was a little vexed about the Bad Cloth, and some ill usage of the Vizagapatam Merchants, but if the Complainant would get the money ready, the Deponent would Let him know when it would be proper to send it, But the Defendant absolutely Denied that the Complainant had ever made such application to him after which they fell into some other discourse which not being material to the sum in dispute this Depon[t]. ordered the Defendant to withdraw, then this Deponent asked the Complainant how he could be so Weak to Trust such a Sum of money in such hands, when this Deponent had Cautioned him against it long before, meaning in a Letter which this Dep[t]. had wrote to the Complain[t]. the 7 day of Febry 1735/6 and not only so, but tho' the Complainant staid in the place till the first day of April 1738 and was frequently with the Deponent Between that day and the 2[d]. of March 1737/8 being the day the Complainant said he sent the money Yet in all that time he never once gave this Deponent the Least Hint or Intimation of it to which the Complainant only answered, It was very true he had not, The Deponent told him it was a very odd story, and the Complainant said it was so, but he would not Lose his money & as to the Letter wrote by the Deponent to the Complainant under the aforement[d]. date of February Seventh 1735/6 this Deponent saith that in January 1735/6 the Defend[t]. came into the Deponents Writing room and shewed this Deponent a Letter to him the Defendant from the Complainant whose servant Mugganah had brought it to the Defendant, together with 1000 Pagodas Designed as a present for this Deponent, the Copy of which Letter is as follows.

To Cassem Chitty Audeapa.

I have sent my Servant Mugga to you, who will Inform you the great misfortune that attends me here for want of a Choice of able people to Contract with, besides the prices I allowed last year in proportion to the Reduction made is so great, that I am Informed by several people that the Merchants were actually Loosers by the Cloth, and still there is a large Debt outstanding by Lingan's set of Merchants, one of which has proved a Bankrupt, and he owes half of the Debt among them for his share.

You will find by what Mugga will deliver you, I have made the same Compliment for the Governour I ever did for his predecessors, which I do with a great deal of Good Will, but can less afford it of any time since M[r]. Macrae left Madras, you may depend upon my readiness to serve you on all occasions I am

Vizagapatam the 19th. Dec[r]. 1735.

Your Assured Friend
John Sanderson.

After this Deponent had read the said Letter he was a good deal surprized at the matter of it, as well as the Confidence he the Complainant reposed in his Servants, and the Deponent considered that if he returned the money by his said servant he might still pretend the Deponent had received it and though the Deponent should

have wrote the Complainant he had not yet the Deponent much doubted in whom the Complainant would have most Faith, and therefore this Deponent concluded it was most safe to take the money into his own possession, and without saying what his design was, he ordered Mugganah to be brought in with the money, which was accordingly done, and Mugganah laid the money down upon the Table before the Defendant after which the said Mugganah and the Defendant went out together further this Deponent saith That the 7th. day of February 1735/6 the Deponent wrote to the Complainant as follows.

SIR

" I have seen the Letter which you wrote to Audeapah, and am very sorry to " observe by it that you were upon such hard terms whilst you were at Ingeram when " at the same time I have very good reason to believe both your Neighbours at " Vizagapatam and Maddapollam sat Rent free; but however that be I am sure " neither the Companys affairs or your own can be carried on in the manner they " ought to be if what you offer upon the present occasion is once Established as a " constant practise, yet that you might not be deceived in what has passed here, " what your Dubash brought I have thought fit to take into my possession, and " desire you will send an order to Mr. Morse to receive it of me, he need not be " acquainted upon what account it is " neither it is proper that Notions of this sort should be publick or propogated for fear of the Evil Consequence that such a way of thinking may be attended with.

As you know upon what Terms you are upon with me I must recommend it to you that you are Industrious and Vigilant in promoting the Investment, you will want no reasonable Encouragement from hence, but we cannot answer to give such Extraordinary prices for bad Cloth, when we ought to have given Less for that which is good but I write you apart and in the General more fully about your Investment and this is sufficient here.

FORT ST. GEORGE
FEBY 7TH. 1735/6.

I am sir
Your Assured Friend.

And this Deponent saith That the 5th. day of March following the Complt. acknowledged the Receipt of this Depts. Letter of the above date & in his said Letter of the 5th. of March wrote this Deponent as follows.

" I have your Honours pardon to ask, in offering to do a thing so Contrary " to what you seem to Expect If it is your Honours pleasure of returning that which " my servant Delivered, if you please of sending it by some Vessell as it will be " Less publick." Upon receipt of which Letter from the Complainant, and supposing the money delivered was Current Pagodas the Deponent ordered Mr. Goulding who was his Cash keeper to lay it out in Madras Pagodas and the 29th. day of May 1736 this Deponent sent them by the Complainant by Cap: Hepburn & the 15th. of June 1736 the Complainant wrote this Deponent as follows. " The small Chest " Capt. Hepburn brought me came out right according to the mark of the Bag " the 24 day of July the same Year the Complainant wrote the Depont. again " probably " your Honour would take it amiss if I did not Inform you but the Pagodas I sent " your Honour was a sealed Bag of New Madras Pagodas, and it is reasonable to be " supposed may have been paid away in room of others " this Deponent saith he kept no Copy of what he wrote the Complainant in answer, But this Deponent believes it was in substance " That he judged the Complainant was right in suppos- " ing the money had been paid away instead of other, and that some body was " possibly the better for them, but as this Deponent was not he the Deponent did not think himself accountable for the Difference.

And this Deponent further saith that the Complainant arrived here from Vizagapatam the 19th. day of January 1737/8 and soon after had several discourses with the Deponent relating to Vizagapatam affairs and the Complaint. doubted so little of his going again to Vizagapatam, that he proposed to the Deponent to buy

a French ship which was then in the said to be sold, in order to be Employed in the Trade between Vizagapatam and this place which this proposal the Deponent very readily came into and that ship sailed for Vezagapatam the 27 of February on which day also the Complainant delivered a paper into Council relating to the Vizagapatam Investment and which this Deponent believes was looked upon then, as preparative to the Complainants return thither, and this Deponent further saith That talking once with the Complainant about his Turned out Cloth (But the Exact time this Deponent cannot remember) the Complainant asked the Deponent if he would take it upon his own account telling the Deponent he should have it for 2000 Pagodas less than it Cost him Or that he would Loose 2000 Pag^s^. by it, This Deponent did not ask him to Explain himself but guessing that he meant what he ought not, this Dep^t^. only told him he did not know what to do with it, and this Deponent further saith that at another time but cannot recollect the particular day the Complainant brought the Deponent an open Account Current, the Ballance whereof due to the Complainant would have been upwards of 2500 Pagodas by reason of sev^l^. Sums the Complainant had Disbursed for the Deponents account amongst others the Deponents share of the French ship above mentioned and this Deponent observing the Complainant had Given Credit in the said account for 2000 Pagodas Cash received, which the Deponent knew the Complainant had not received the Deponent supposed it to be a Sum that the Complainant wanted to be paid in part of the Ballance & was therefore going to call for his Cash keeper to order the money to be paid, but the Complainant stopped the Deponent & said he did not want the money, upon which the Deponent asked the Complainant for he put it in the account for, to which the Complainant replied, that he designed it as a present, or desired the Deponent would accept of it or to that Effect, upon which this Deponent asked the Complainant, how he could make any such offer or Imagine the Deponent had any such Expectations, after what had passed Between them about the Thousand Pagodas the Complainant sent by his Servants Mugganah or said the Deponent to the Complainant " do you think I refused that Because it was not Enough? this Deponent & the Complainant had a good Deal more Discourse at that time, but this Deponent cannot charge his Memory with so much of it, as to be particular in Reciting it here but it Tended to Convince the Complainant that the Deponent would accept of no such offers, and that the Complainant might Depend upon all the Good Offices in the Deponents power without any Expectations of that sort & therefore the Deponent desired the Compl^t^. to put his account Current in his pocket again which the Complain^t^. accordingly did, and this Deponent saith That what accounts were then Depending between them were afterwards made up, and the Ballance being Pagodas Two thousand Five hundred Twenty nine, Twenty Nine Fanams and Twenty Cash (2529. 29. 20) was really and actually paid to the Complainant March the 8th. 1737/8 without any Deduction whatever And further this Deponent saith that he doth not know or can set forth any matter or thing material more, that can be of Service to the Defendant in this Cause.

RICH^D^. BENYON.

GONGA CHITTY native of Vizagapatam and Dubash aged 35 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant & afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant & Defendant and has so known them about 20 years.

3^d^. To the third Interrogatory this Deponent saith that he knows the person now Enquired after in this Interrogatory commonly called by the name of John Mugganah, he remembers the said Mugganah from the time he served M^r^. Humpry Holcomb at Vizagapatam in the station of a Peon and since that he served the Complainant in the same station, and afterwards became his House Dubash, Further this Deponent saith he knew his Family at Metchlepatam, his mother was kept by a Blacksmith at that place, and to the day she died was not married his wife had been a Slave to a Chief of Metchlepatam Factory to the best of this Deponents remembrance named Lowden, who at his Death amongst other Slaves gave her, her Liberty when

soon after Mugganah married her and neither he or his wife were better respected than other Christian Slaves commonly are amongst Moors and Gentues, Further this Deponent saith, that in the Conversation with the Peon Mr. Sanderson Employed to carry a message to Mugganah at Metchlepatam, he learned from him that he had sent the said Mugganah some money, but cannot tell how much, with a Letter desiring him to come to Madras, but knows nothing more of the Contents of the said Letter, nor of any sent the Dutch chief at Metchlepatam, the said Mugganah did at no time tell this Deponent of the Complainant Sanderson having made him any late present or reward but amongst People of his Rank this Depont. saith he has heard that Mr. Sanderson made him a present of 50 Pagodas before he went for England and further this Deponent saith not to this Interrogatory.

5th. To the 5th. and last Interrogatory this Deponent saith he knows no other matter or thing that can be of Service to the Defendant In this Cause.

The mark of GONGA CHITTY.

MEER TOMIAH Merchant of Metchlepatam aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he has known the Complainant Saunderson about 13 years and the Defendant Audeapah about 10 years.

3d To the third Interrogatory this Deponent saith that he knows and is acquainted with John Mugganah, and has been so for many years the first station of Life he knew the said Mugganah in was a menial Low servant Even he believes below a Cook to a preceeding English Chief to the Complainant Sanderson in Metchlepatam Factory, and afterwards he served the Complainant in very low offices about the Factory till by Degrees he was permitted to wait at the Complainants Table the said Mugganahs mother had formerly been kept by a Moor, but being Turned off her poverty forced her to set up a Cajan Butteck sold Chiroots &c[a]. then she was taken into keeping by said Mugganahs Father but was never married to him, the said Mugganahs Wife was bred up a Gentoo, lost her Cast & was sold to an English Chief at Metchlepatam, her master dying dismissed her with her Liberty, soon after a Portuguese Missionary then at Metchlepatam Baptized her and Mugganah soon after that married her, Mugganahs Father this Deponent saith, he believes was a Carpenter, his Brother a Blacksmith, but all the Family in General were Extreme miserable and poor for some years, Further this Deponent saith that it has been reported for Truth by sevl. persons that Mr. Sanderson wrote a Letter to the Dutch Chief at Metchlepatam to prevail with Mugganah to come to Madras & sent the said Mugganah a message promising him if he came to make him a present of 40 pagodas on his Arrival and further this Deponent saith, he knows no other matter or thing more that can be of Service to the Defendant in this Cause.

MEER TOMIAH.

Cassure Vencataisha Merchant and Inhabitant of Metchlepatam aged 32 years or thereabouts being produced as a witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant & Defendant, the former he has so known 15 years and upwards the Latter he says he has known 9 years or thereabouts.

3d. To the third Interrogatory this Deponent saith That he has known John Muggana upwards of 20 years at Metchlepatam & he served the English Chief of that Factory preceding Mr. Sanderson the Complainant, his Employment was all the Low services about a house for some years and afterwards was Employed as a Peon by the Complaint. and then carried his Roundell; This Deponent saith he was not personally acquainted with his Family his this Deponents Cast not permitting him to Rank with any so much below them but by the Report of others this Defendant understands that the said Mugganah's Family were Extreme poor & miserable his Father and Brother were Black smiths, his mother had been a Common Whore

before his Father took her into keeping to whom she was never married, the said Mugganahs wife had been a Slave to the Chief abovementioned who after his death gave her, her Liberty after which Mugganah married her as this Deponent has already said he had no acquaintance in the Family he knows nothing relating thereto, and further this Depon^t. saith he has heard from others that the Complainant wrote a Letter to the Dutch Chief of Metchlepatam to persuade the said Mugganah to come to Madras, and at the same time the Complainant wrote another Letter to Mugganah desiring him to come with a promise if he did come to make him some considerable present but the Contents of the said Letters further then what this Deponent heard from Peons and others Servants the Deponent knoweth not nor did he ever hear the present said to be promised to Mugganah in case he came to Madras ever Limitted to any particular sum and further this Deponent saith not to this or the 5th. Interrogatory.

COSSURE VENCATAISHA.

Taercon formerly Dubash to the Complainant when Chief at Ingeram aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he has known the Complainant Saunderson about 7 years and the Defendant Casha Chitty Audeapah Ten years or thereabouts.

3^d. To the third Interrogatory this Deponent saith That he knew Mugganah the person Inquired after in this Interrogatory when living at Metchlepatam he was at the first of this Deponents acquaintance with him a Servant in the outhouses in Metchlepatam Factory After that a Peon to carry messages and after all was admitted by the Complainant Sanderson to attend on his person, this Deponent further saith that he has no great knowledge of or acquaintance with the said Mugganahs Family any further than that to the best of his Remembrance Mugganah's Father was a Carpenter, Mugganah's Brother was a Blacksmith & the whole Family very poor and Indigent till within these few years, This Deponent saith that he knows nothing of Mugganah's mother Whether she had been ever married or not, and knows only this Circumstance of his wife, that she had formerly been slave to a Chief of Metchlepatam Factory who on his death Granted her, her Freedom after which Mugganah married her, Further this Deponent saith that he knows nothing whatever relating to the Letters or present Inquired after in this Interrogatory this Deponent being then at Ingeram and further saith not to this Interrogatory.

To the fifth Interrogatory this Deponent saith he knows no other matter or thing material or that can be of service to the Defend^t. in this Cause.

TAERCON *his mark.*

Commadayo formerly Chief Peon at Vizagapatam aged 55 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Depon^t. saith that he knows the Complainant John Sanderson about 20 years and the Defendant Casha Chitty much about the same time.

4th. To the 4th. Interrogatory this Deponent saith that he knows the person Inquired after in this Interry John Mugganah and hath so known him for the first time the Complainant Entertained him, as a Peon, and since that he carried the Complainants Roundell and afterwards served as a house Dubash, this Depon^t. saith also he knew the said Mugganahs Father, Mother, and Wife, the former was a Blacksmith at Metchlepatam, the second had been a Slave to an English Chief whose name this Deponent hath forgot at that place she was kept by the said Smith and never married, by whom she had Mugganah and other Children after the death of the said Blacksmith she was a Common Whore till she was again taking into keeping by a Moor, his wife had been a Slave also, and till the time the said Mugganah had obtained the favour and Countenance of the Complainant neither he or any of his Family were

respected or regarded any more than the lower and looser sort of Christians generally are and further this Deponent saith not to this Interrogatory.

To the fifth Interrogatory this Deponent saith, he knows no other matter or thing that can be of service to the Defendant in this Cause.

COMMADAYO *his mark.*

RUNGAPAH formerly Peon to the Complainant aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Defendt. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complainant Sanderson and has so known him about one year and the Defendant Adeapah Between 14 & 15 Years.

To the additional Interrogatory this Deponent saith that he knows the Complainant wrote a Letter to the Dutch Chief at Pullicatt and this Deponent was Informed that the said Chief sent two Peons to Metchlepatam to bring the person Inquired after namely John Mugganah to Pullicatt this he the Deponent heard from the very peons employed on that Message, and was present when they reported to the Complainant that the said Mugganah was arrived at Pullicatt, thereupon the Complainant Immediately set out from hence for that place, and this Deponent went with him, This Deponent saith that on the Complainants arrival at Pullicat and meeting with the said Mugganah he took him on one side and discoursed in private some time that done the said Mugganah seemed greatly dejected and Cast down the Complainant Comforted him and Assured him of his Favour and portection and at the same time stroked him on the face often laid his hand upon Mugganahs head and Clapped him on the shoulder. Further this Deponent saith that on the road from Pullicatt near a Village call Trevallavay, the Complainant stopped the said Mugganah's Douly and both went together on one side, and held a discourse together a second time for near half an hour, Further this Deponent saith that at Pullicatt he this Deponent saw the Complainant give the said Mugganah 25 Pagodas and at Madras 10 Pagodas more both which sums were given as Presents from the Complainant And this Deponent saith that he has often heard Mugganah express the utmost concern for his being brought up here on such an Occasion, and this Deponent saith further that the Complainant made him this Deponent a present of a piece of Sallempores and a Sword strictly charging him at the same time to make no mention of what he had observed to pass between the said Mugganah and Complainant and further this Deponent saith not to this Interrogatory and knows nothing more that can be of service to the Defendant in this Cause.

RUNGAPAH *his Mark.*

CHINNAPAYAH formerly servant to the Complainant, aged 24 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn & Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith, that he knows the parties Complainant and Defendant the former he has known between 9 & 12 months the Latter between 2 & 3 Years.

To the additional Interrogatory this Deponent saith that he knows the Complainant wrote a Letter to the Dutch Chief at Pullicatt who sent the Complainant word sometime after that John Mugganah was come to that place from Metchlepatam, upon Receipt of that Message the Complainant set out Immediately for Pullicatt and this Deponent saith with several others of the Complainants Servants with him, on their Arrival at that place and meeting with the Muggana at the Dutch Chiefs house the Complainant took the said Muggana on one side Commanding this Deponent and all the other Servants to withdraw, the Complainant and Mugganah continued in private some time their discourse ended and a manifest Grief appearing in Mugganahs Countenance the Complainant Endeavour'd to chear him by stroking his Face and often Clapping him on the shoulder telling him to fear nothing since he could and would protect you, on the road to Pullicatt near Trevalavay

Village the Complainant ordered this Deponent to stop Mugganahs Douly he the Complainant getting out of his Palanquin at the same time took Mugganah at a distance from the other Servants and held a second discourse together for the space of near an hour This Deponent further saith that he knows the Complainant made the said Mugganah a present of 25 Pagodas at Pullicatt & has heard from others the Complainants Servants that Mugganah received another present of 10 Pag[s]. from the Complain[t]. at Madras further this Deponent saith That the Complainant never once enjoined this Deponent to Secresy in any matter nor did he make this Depon[t]. any present till the time he the Complainant was going for England when he Gave the Defendant two Pagodas And further this Deponent saith that he has often heard Mugganah Express himself heartily sorry that he sho[d]. be Engaged in the Affair now in dispute between the parties Complainant and Defendant and further saith not to this or the fifth Interrogatory.

CHINNA PAYA *his Mark.*

COLEE formerly Palanquin Boy to the Complainant aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he has known the Complainant about Six months and the Defendant Adeapah upwards of Ten years. To the additional Interry this Deponent saith that he knows the Complainant wrote a Letter to the Dutch Chief at Pullicatt and that some time after the said Chief sent 2 Peons with a message to the Complainant Importing that John Muggana was arrived at that place from Metchlepatam, the Complainant on the first Notice sett out for Pullicatt where he met Mugganah But this Deponent serving the Complainant as a Palanquin Boy did not require his attendance on the Complainants person Therefore he cannot tell whether he & the Complainant had any private discourse together at Pullicatt or not, nor was this Deponent by to see what passed Between them, this Deponent remembers that near Trevalaya Village the Complainant sent his servant to stop the said Mugganah's Douly being then on their way to Madras, Mugganah got out of this Douly and the Complainant ought of his Palanquin then it was this Deponent saw them hold Discourse together in private and the Complainant did the same a second time at a Village called Valure, thus much the Deponent saith he knows of the Complainant and Mugganahs talking in private, and this Deponent heard from his Fellow servants that Mr. Sanderson the Complainant Gave Mugganah a present of 25 Pag[s]. at Pullicatt but heard of none made him at Madras further he saith that Mugganah has at several different times, declared himself very sorry he should be obliged to enter Madras again, and seemingly repent his having been brought there this time, further this Deponent saith, the Complainant made him the Deponent no present at any time, but at his Departure for England & then he gave this Deponent 12 fanams, but at one time Enjoined him to Secresy; and further this Deponent saith not to this or the last Interrogatory.

The mark of COLEE.

GOURNADA formerly Servant as a Cooley to the Complainant aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith That he has Little or no Knowledge of the Complainant having served as a Cooley in his house for about 18 days and the Defendant he knows by sight only.

To the additional Interrogatory this Deponent saith That he Knows nothing whatever Inquired form this Interrogatory, nor can he say anything that can be of Service to the Defendant in this Cause.

The mark of GOURNADA.

JANUARY THE 17TH. 1739/40.

Mr. Saunderson sworn To the Truth of this Paper before me Timothy Tullie Mayor.

I John Sanderson Merchant of Fort St. George do declare on Oath that on the 7th. day of March 1737/8 I did send 2000 Pagodas in two Sealed Bags by the hands of my Servant John Mugganah and Ordered him to give the same into the hands of Cashia Chitty Audeapah (Commonly called Narrain) in order that he should deliver the said two Bags to his Master Governour Benyon.

I further Declare on Oath that on or about the middle of February 1738/9 meeting the said Cashia Chitty Audeapa as I was coming down from the Governours I had a discourse with him in the General Table hall near the North East Window, Informing him of sevl. Hardships among the rest that I expected my 2000 Pags. to be returned who upon my Leaving him said that he would see & speak the second time I asked him again about the money he said that he had not spoke, but desired me to be Secret & he would see & get it me; and the third time of asking him for the money he told me it was a present and I must not Expect it, To which I made answer I should not fail of speaking to the Governour about it, before I left India.

John Sanderson.

Mayors Court at
Madraspatnam.

Tuesday the 15th. day of April Anno Dmi 1740. Between John Sanderson of Fort St. George Merchant Complainant and Cashee Chitty Audeapah of the same place [Du]bash Defendant.

This Cause Coming on this day to be heard and Debated before this Court in presence of the Attorneys on both sides, on hearing the proofs taken in this Cause read, and what was alledged on either side and upon Examination had of the matters in this Cause, and due Consideration thereon this Court doth therefore think fit to order and Decree and doth accordingly order & Decree that the Defendant do pay unto the Complainant the sum of 2000 Pags. and that each party do pay their own Costs.

℘ Cur
John Stratton
Regr.

Court of Appeals at
Madraspatnam.

Between Bookangee Cossee Doss, Ragoor Verango Chitty Narlum Juggoo and Trivitee Sasachilum Chitty, Trustees to the Estate of Coshua Chitty Adeapah late of Fort St. George Dubash Appellant and John Crompton Executor of John Sanderson late of the same place Merchant Respondent.

This Cause coming on this day being Monday the 29th. day of April Anno Domini 1745 to be heard and debated before this Court by the Attorneys on both sides. Upon hearing the petition of Appeal and answer the Appellants exceptions to the answer, and the answer to these Exceptions, Together with the petition of Revivour of John Crompton Executor of John Sanderson deceased, to the authority of which no objection made by the Attorney of the other party the several Exhibits of the Honourable the Mayors Court and the Decree thereof given in this Cause on Tuesday the 15th. day of April Anno Dmi 1740 read, and upon due Consideration

had of the matters therein severally contained and of the pleadings and Arguments used by the Attorneys on both sides, This Court doth think fit to order and Decree and doth accordingly hereby order and Decree, that the said Decree of the Honourable the Mayors Court do stand Confirmed and that the parties do each of them pay their own Costs in this Court.

₱ Cur
GEORGE PIGOTT
Clerk of Appeals.

5th March 1744.

To the Honourable the Mayors Court at Madraspatnam.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your Orator Vishvanada Badriah Merchant & Inhabitant of Madras having had Sundry Dealings with one Zandialla Gungadriah also Merchant of and Living and residing within the place aforesaid, he the said Zandilla Gungadriah having occasion for a sum of money did apply himself to your Orator requesting the Loan thereof whereupon your Orator did advance and lend unto the said Zandilla Gungadriah the full and just sum of 80 Pagodas (80) Current money of Madras, which in Sterling money of Great Britain accounting each Pagoda Eight shillings amounts to thirty two pounds or thereabouts for securing the Repaymt. of which Sum with Interest thereon after the rate of nine ₱ Cent ₱ Annum on Demand, He the said Zandialla Gungadriah did in and by one Bond bearing date in Fort St. George the Tenth day of April in the year of our Lord One Thousand seven hundred and forty two (1742) Mortgage his the said Zandialla's Gungadriahs house situate in Narrapa Naigue Augurahauram Street in the Mootal Petta To have and to hold the said House &ca: Appurtenances unto your Orator his Heirs for ever Subject Nevertheless to the usual Proviso in such Cases That is to say if he the said Zandialla Gungadriah his Heirs Executors Administrators or Assigns should pay or Cause to be paid unto your Orator his Heirs Executors Administrators or Assigns the full and Just Principal sum of Eighty Ps. (80) together with Interest due thereon after the aforesaid rate then and in such Case the said Obligation to become Void otherwise to remain in full Force & Virtue and your Orator further shews unto.

[48 *pages of the original volume are missing.*]

and Delivered the same to the Defendant, and the most part of the said returns the Defendant sold Clear of Custom and all other Charges to the amount of 2540. 4. out of which sum there was to be deducted Principal money taken up Ps. 1420 and Respondentia thereon at 36 ₱ Cent is 511. 7. 16 Principal and Respondentia in all is 1931. 7. 16 so that the Profit arising on the said Goods amounts to the sum of 608. 32. 64 which in Consequence of the agreement made by the Defendant to the Replyant; the said Profit so arisen is of course the property of this Replyant, and besides the Goods Sold for as aforesaid there yet remains unsold in the Defendants hands a Bulse of Rubies and Sapphires seal'd and some other Loose stones, which this Replyant also deems as his property and valued at Pegu at Ps. 300.

And this Replyant says that besides the Ps. 307. 20. 70. ballance of a former account and the Respondentia on the same P. 110. 18 in all Pagodas 418. 8. 70 which together with the last Voyages profit Ps. 608. 32. 64 in all due and payable from the Defendant to this Replyant Pagodas one thousand Twenty Seven, ffive fanams ffifty ffour Cash 1027. 5. 54 besides the Rubies and Saphires unsold and now in the custody of the Defendant.

AND this Replyant further saith that on demanding of the Deft. the abovesaid sum and Rubies, at the Juncture of time one Vencattee Puttee came to this Replyant and desired this Replyant to lend him Ps. 400 at Respondentia to Pegu, upon which

this Replyant said to the Defendant let him have that sum I know him to be an honest man therefore you may safely Trust him. On which the Defendant Let the said Vencattee Putty have Ps. 300 and the Defendants Brother Armagon 100 Pas. for which sums the said Vencatee Putty gave them a Respondentia Bond.

SOMETIME after this Repliant demanding of the Defendant his before mentioned right and property the Defendant said to this Repliant there is Vencattee Puttys Bond for Pagodas 300 (which the Defendant had lent the said Vencattee Putty) you may go and receive that, which this Repliant accepted of and afterwards went to Pegu on his own proper Account where this Replyant received of the said Vencattee Putty Ps. 300 so that there still remains due and payable from the Defendant to the Repliant Pagodas seven Hundred and Twenty Seven, five ffanams and ffifty four Cash Pags. 727. 5. 54 besides the Bulse of Rubies and Sapphires still in the hands of the Defendant.

And this Replyant acknowledges it to be true that on his going to Pegue, he did Leave orders with the Defendant to disburse money for this Replyants Familys houses expences, which request the Defendant says he complied with during this Repliants absence, but this Repliant humbly hopes this Honourable Court will cause the Defendant to produce a Just and true account of what money he has disbursed on account of this Replyants Family during his absence as aforesaid which being done this Replyant is ready and willing to give the Defendant Credit for the same.

All which matters and things this Replyant is ready to aver maintain and prove the same as this Honourable Court shall award and humbly Prays as in and by his said Bill he hath already prayed.

HENRY DEVEIL
Attorney for the Complainant.

1741. 28th. April.

The Rejoinder of Subramoney Merchant of Madras to the Replycation of Woodundee of the same place Merchant Complainant.

THIS Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of exception to the Complainants Replycation saith that the Defts. said answer is true certain and sufficient in the Laws to be replied unto and this Defendant further saith as the Repliant in his Replication desires a Just account may be produced this Defendant doth therefore refer to two accounts hereto annext to this Defendants Replication to the Repliants answer to this Defendants Cross Bill.

All which matters and things this Defendant is ready to aver maintain and prove and humbly prays as in and by his said Answer he hath already prayed.

JOHN RUSSELL
Attorney for the Defendant.

Octr. 2d. 1739.

TO THE HONOURABLE THE MAYORS COURT OF MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your Orator Allagapah Subremoney Merchant of Madras, That Chinna Tombe Woodundee Merchant of and now living and residing in Madras your Orator having agreed to Lett one Vencattee Putty have 400 Ps. at Respondentia that is to say to get 400 Pagodas at Respondentia for the said Vencate Putty, and your Orator, and the said Vencata Putty to go equal share in the Profit and Loss the said 400 Pags. to be invested in Madras and to be disposed of at Pegu by the said Vencatee Putty and your Orator shews that Meeting with the above said Woodundee, he the said Woodundee having notice your Orator was going to Lett the said Vencattee Putty have 400 Pagodas on the aforesaid Terms desired of your Orator that he the said Woodundee might be Concerned 100 Pagodas with your Orator, which your Orator did agree to; and your Orator shews That your orator did take a Respondentia Bond from the said

Vencatee Putty in the Name of Arnatchelum Chitty, and Lent him the 400 Pag^s, one of which, was the Concern of the said Woodundee, now your Orator shews That your Orator having Business in the Country did Leave the said Woodundee to take care of your Orators house and Family, and your Orator shews that while Your Orator was absent, and he the said Woodundee In Trust and possession of your Orators house, he the said Woodundee did take away your Orators Chest and Escrutore, in which was Sundry Bulses of Rubies, and Sundry Bonds Notes and Cajans, and your Orator shews that on your Orators return to Madras your Orator did make Complaint to some of the Cast by which means your Orator recovered his Rubies Bonds and Cajans Except the Respondentia Bond before mentioned and some Toys value about 30 Pag^s. which Bond he the said Woodundee did pretend was mislaid and your Orator shews that sometime after he the said Woodundee being going to depart this place for Pegu and your Orator suspecting he might by virtue of said Bond recover the said money, of and from the said Vencattee Putty at Pegue your Orator to prevent as much as in him lay, the said Woodundee from possessing himself of said money, Did write a Letter to the said Vencatte Putty thereby Signifying the Clandestine means the said Woodundee had used to possess himself of said Bond and at the same time ordered him not to pay any money on account of said Bond to the said Woodundee But Your Orator shews that the said Woodundee did possess himself of your Orators Letter, and prevented your Orators advice from reaching the said Vencattee Putty and Likewise produced the Bond and demanded Principal Respondentia and Profits that had accrued from said money, and your orator shews, that the Principal and Respondentia of said Bond amounted to 544 Pagodas besides the Profits that was to be Divided as ℘ agreement Between Your Orator and the said Vencatee putty.

And your Orator shews that he has frequently in the most friendly manner applied himself to the said Woodundee requesting of him to restore the Bond or pay the money received on account of said Bond But now so it is may it please this Honourable Court the said Woodundee absolutely refuses to give your orator any satisfaction in the premisses.

To the end therefore that the said Woodundee may upon his Corporal Oath true and perfect answer make to all and every the matters aforesaid as fully truly and effectually to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your orator the said 544 Pagodas with an Equal share of the profits as is before set forth and that the said Woodundee may upon Oath set forth what was received by him as profit besides the aforesaid Sum and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience.

John Russell
Attorney for the Complainant.

Sworn in Court
Decr. 18 : 1739.

The Answer of Chinnatomby Woodundee Merchant of Madras Defendant to the Cross Bill of Complaint of Allagapah Subramony of the said place Merchant Complainant.

This Defendant saving and reserving to himself now and at all times hereafter all and all manner of Benefits and advantages of Exception to the Manifold Errors and Imperfections, Incertainties and untruths in the Complainants said Bill contained for answer thereunto or to so much thereof as this Defendant is advised doth materially concern this Defendant to make answer unto he this Defendant answereth and saith that the Plaintiff did never as this Defendant knows let one Vencattee Putty have 400 Pagodas at Respondentia on the Terms set forth in the Complainants Bill of Complaint, unless the Complainant did so unknown to this Defendant, but to make the matter clear for the Inspection of this Honourable Court in short, the 400 Pagodas the Complainant pretends he lent to Vencatta putty was not lent by him But by this Defendant from whose hands the said money was paid and Consequently this Defend^t. was the only titled person to receive it back from the said

Venkataputty to whom this Defendant paid it with his own hands, But this Defendant doth admit he did take up 300 Pagodas from the Complainant but then it was in part of a greater Sum the Complainant before stood indebted to this Defendant as ꝑ account annexed to this Defendants Bill will shew referrence being had thereto But the Complainant in his Fictious Cross Bill artfully appropriates the 300 Pagodas which this Defendant took up of him to the Bond which Vencataputty gave this Defend^{t}. and with which the Complainant never had any concern but pretends so to have had being unwilling to have the 300 Pag^{s}. deducted out of the money he owed to his Defendant as ꝑ account aforesaid, and to make it plain the Complainant never had any Concern in the said Bond so given by the said Venkata putty to this Defendant this Defendant doth annex hereto a Translate of the Agreement Articles which was drawn at the same time the 400 P^{s}. was lent by this Defendant and the Bond given by Vencataputty & which Bond has been since taken up at Pegue by the said Venkataputty and the Contents paid by him to this Defendant, But the Articles of agreement still remains with this Defendant signed by the said Venkataputty which demonstrates the Complainant had no Concern therein.

And this Defendant also denies that he took away any Chest and Escrutore out of the plaintiffs house, save only that which is his own and this Defendant absolutely denys that ever he carried any Bulse of Rubies and Bonds Notes &c. of the Complainants which he this Defend^{t}. stands accused with But this Defendant doth admit it to be true, that he this Defendant did dwell and reside in the Complainants house, some time as his own, being Brother in Law to the Complainant, at which time this Defendant had no dwelling house of his own. But this Defend^{t}. did never Convey ought out of the Complainants house of the Complainants property, But this Defendants goods only and even those was Carried out in presence of the Compl^{t}. and by his own consent as in the Issue of this Cause shall be fully proved, and this Defendant denies he was ever subject to the Censure of the Cast as the Complainant falsely pretends and this Defendant doth absolutely deny that he ever possessed himself of any Letter sent by the Compl^{t}. to Vencataputty or any other person in Pegue. And this Defendant hath long from time to time requested the Compl^{t}. to settle Accounts with this Defendant But without Effect.

All which matters and things this Defendant is ready to averr and prove as this Honourable Court shall award and humbly prays to be hence Dismissed with His Reasonable Cost in this Behalf most wrongfully sustained.

Henry Deveil
Attorney for the Defendant.

September 15th. 1736.

I Milapore Chellaputty Vencatty Puttee Modlare do hereby agree and Contract with Woodundee Modalre that whereas he having procured for me the loan of 400 Pagodas from Arnachala Chitty on Respondentia to Pegue, the said Sum to be laid out in Goods and Merchandize of this place proper for the market at Ava there to be carried by me to be disposed of and the produce to be Invested in Goods there and to return to Madras where the said Goods being sold the Principal & Premium of the above mentioned Respondentia discharged, what Surplus or Gains shall remain to be equally divided between the said Woodundee Moodelare and myself, It is agreed further that in Case of the Goods afores^{d}. sell for loss or by bad debts or otherwise any Loss should arise thereby the said Woodundee Modlare to bear an equal proportion of the same with myself.

Signed
Vencaty Putty.

Witness
Porchilure Condopah Moodlare.
Watiare Subramony.
Drawn by Subramony.

Geo : Jones

Translated from the Original. *Exam^{r}.*

April 28 1741.

THE Replication of Allagepa Subremony Merchant of Madras Complainant to the Answer of Woodundee of the same place Merchant Defendant.

THIS Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the manifold Errors Imperfections Incertainties and untruths in the Defendants said answer for Replication thereunto saith that all and singular the matters and things in the Complts. said Bill are true and certain as the same are therein alleged & that the Defendants said answer is very untrue Imperfect Insufficient in the Law to be replied unto, for this Replyant saith that 200 Pagodas of the four lent to Vencata Putty was Borrowed of Arnachelum Chitty by this Repliant and one hundred Pagodas was the Concern of this Repliants Brother named [*lacuna*] and the other hundred Pagodas was the Concern of the Defendant, which made up the sum of 400 Ps. lent Vencataputty for which the said Vencataputty gave this Replyant a Bond in Arnachelums Name, and which Bond the Defendant took from this Replyant and received the amount of said Bond Together with the Premium, of and from Vencataputty at Pegu, as this Defendant himself acknowledges, as for the agreemt. the Defendant annexes to his Answer, it is true, that it is wrote in the Defendants and the said Vencataputtys names but this Repliant begs Leave to shew, that the true intent and meaning of said Agreement was that Vencata Putty should have one half of the Profits and this Replyant and the Defendant the other half of the Profits to be divided Between them, But this Repliant says that the Defendant and this Replyant being at that time in perfect Harmony and friendship one Name was at that time thought sufficient to be Incerted with Vencataputtys in said agreement, and this Replyant says the Defendt. did not take up 300 Ps. of this Repliant Neither doth this Replyant perceive that the Defendant has given Credit for any such in his account too and annexed to his Original Bill and as to the Defendants pretending that this Replyant is Indebted to him this Defendant this Repliant begs leave to shew the Contrary by the two accounts annexed to this Repliants Replication, which this Repliant begs may be received as part of said Replication by which it will appear that the Defendant stands greatly indebted to this repliant.

All which matters and things this Repliant is ready to averr maintain and prove as this Honourable Court shall award and humbly prays as in and by his said Bill he hath already prayed.

JOHN RUSSELL
Atty. for the Complainant.

Account of Respondentia Vizt.

1734 Sepr.	15th.	From Arnachelum Chitty Pags. 1400 @ 36 ℘ Cent for 18 mos.	1400	—	—
	..	Do. Woodandy @ 40 ℘ Cent ℘ 18 mos.	30	—	—
	..	From Armagom Ditto	20	—	—
	..	Naga Chittys private adventure	33	27	—
	..	From Armagom 109 Tecall do.	44	—	—
1735 June	9	From Subramonies @ 20 ℘ Cent ℘ Month ...	155	—	—
		Pagodas.	1682	[27]	—

Account of Principal and Respondentia Vizt.

1736 April 28	Arnachellums Principal ...	1400	—	—			
	@ 36 ℘ Cent Respondentia for 18 mos.	504	—	—	1904	—	—
,,	Woodandy Principal	30	—	—			
	@ 40 ℘ Cent for 18 mos. ...	12	—	—	42	—	—
	Armogon Principal	20	—	—			
	@ 40 ℘ Cent Respondentia ...	8	—	—	28	—	—
	Naga Chitty Principal	37	27	—			
	@ 50 ℘ Cent	16	31	40	50	22	40
	Armogon 109 Ticall				44	—	—
	Subramonie principal	155	—	—			
	@ 20 ℘ Cent ℘ 9 month ...	31	—	—	186	—	—
					2254	22	40

The Money received in Pegu.

Woodandy and Canavarum 7 Ticall ...	2	31	40			
Aundy 21 Ditto ...	7	—	—			
Rama Lingam	2	9	—	12	4	40
Pagodas				2266	27	—

Account of Interest Vizt.

Arnachallum Chitty Principal and Respondentia from May the 20 1736 to August the 30th. 1736 is	1904	—	—			
mos. ds. 3. 10 a 9 ℘ Cent ℘ annum ...	47	22	40	1951	22	40
Subramonie Do.	186	—	—			
Interest on Do.	5	27	—	191	27	—
Armogon	72	—	—			
Interest	2	—	—	74	—	—
Carired over				2217	13	40

Account of Interest Vizt.—*cont.*

Brought Forward				2217	13	40
Naga Chitty	50	22	40			
Interest	1	9	—			
				51	30	40 [*sic*]
Woodundy	42	—	—			
Canavarum	2	31	40			
				44	31	40
Aundy				7	—	—
Ramah Lingam				2	9	—
Pagodas				2323	13	40 [*sic*]

Account of Sale.

Ruby sold to Tomby Chitty and Paupa Chitty for				1360	—	—				
Charges Vizt.										
Ball Chitty ...	50	—	—							
Gave to Poor ...	2	—	—							
Customs 3½ ℔ Cent.	47	21	48							
				99	21	48				
Net amount								1260	14	32
Gold								18	9	—
Received of Rama Lingam and Ganaparmaul ...								282	22	—
Maria								3	27	—
Interest on Ditto								7	18	—
Pagodas								1572	18	32

Account Dividends Vizt.

Rama Lingams paid him in full ...	2	9	—			
Aundy Do.	7	—	—			
Freight &c Charges	33	5	—			
Arnachelum paid him in part ...	1530	4	—			
				1572	18	—

Account of what money due to People Vizt.

Arnachelums				421	18	—			
Interest on Do. from Septemr. the 1st. 1736 to June the 30th. 1737 is 10 mos. @ 9 ℔ Cent				31	20	20			
							453	2	20
Sebramony Accot. little-Monsoon ...	191	27	—						
Woodandy	42	—	—						
Canavarum	2	31	40						
				236	22	40			
Interest on Ditto				17	22	40			
							254	9	—
Naga Chitty				51	31	40			
Interest on Ditto				3	31	40			
							55	27	—
Armogon							74	—	—
Pagodas							837	2	20

ACCOUNT OF SALE OF RUBIES.

Date	Particulars									
1737 June 30.	Moakham sold him for				900	—	—			
	CHARGES.									
	Ball Chitty	32	—	—						
	Hacashaw or gave to poor	5	—	—						
	Charges &c	12	27	—						
	The Hoñble Comp Custom	31	18	—	81	9	—			
	Net amount							818	27	—

ACCOUNT OF 2D. DIVIDENDS VIZT.

Particulars						
Arnachallum paid him in full ...	453	2	20			
Paid Woodandy on account Subramonie &c	254	9	—			
Paid Armogon	74	—	—			
	781	11	20			
Ballance Remains	37	15	60			
				818	27	—

ACCOUNT SALE.

Particulars									
WOODANDY Sold him Vizt.									
1 pair Ruby	17	—	—						
1 Rubie	10	—	—						
1 Ring	8	—	—						
Mush	6	—	—						
Pegu Dungery ...	6	—	—	47	—	—			
SUBRAMONY Sold him Vizt.									
1 pair Ruby	10	—	—						
11½ Corge Do. small ...	4	—	—						
1 Rubie	3	—	—						
1 Ditto	10	—	—	32	—	— [sic]			
RECEIVED of Candapa Acct. Ruby.				384	4	60			
Boats Profits				2	10	—	465	14	60
The Moneys remain in 2d. Payments Pags. ...							37	15	60
							502	30	40
Paid Nagapa Chitty				55	27	—			
Interest on Do.				—	13	40	56	4	40
Pagodas Remains							446	26	—
Pagodas 446. 26 your half is ... ... Pags.							223	13	—

MEMORANDUM.

Goods remains in Subramonies hand Value about 60 or 70 Pagodas.

Woodandy				Dr.	
1734					
Sep.	10th.	To Cash paid his Sister	10	—	—
	,,	To ditto paid Minister	1	31	40
	,,	To Do. paid Tellesinga Chitty	—	10	—
	,,	To let at Respondentia at Pegu, to Subramony Moodelare	30	—	—
	,,	To Cash paid his Son	—	9	—
	,,	To Do. paid Ramalingam	—	9	—
	,,	To Do. paid School master	—	18	—
	,,	To Do. paid Nella	—	6	—
Decr.	,,	To Do. paid his Sister	—	30	—
Febry.	,,	To Do.	—	9	—
1735					
April	,,	To Do. paid his wife	—	18	—
	,,	To Do. Do.	—	13	40
	,,	To Do. paid his Schoolmaster	—	18	—
	,,	To Do. paid his Sister	—	6	—
May	,,	To Do. paid Janny	—	18	—
June	,,	To Do. paid Do.	—	18	—
	,,	To Do. paid Algrea	—	18	—
July	,,	To Do. paid by Teagapa	—	18	—
	,,	To Do. paid Janny	—	9	—
	,,	To Do. paid Nina	—	22	—
August	,,	To Do. paid Teagapa	—	18	—
	,,	To Do. paid Niny	—	13	—
	,,	To Do. paid Janny	—	21	—
	,,	To Do. paid Schoolmaster	—	16	—
	,,	To Do. paid Minister	—	6	—
	,,	To 5 Clouts	1	24	—
		Carried over	52	19	—

ꝑ Contra.				Cr.	
1734					
Sepr.	10	By Ballance brought from last account ...	307	26	70
	,,	By Interest on Do.	20	—	—
	,,	By Cash reced of Teagapa	—	8	—
1735					
April	,,	By Cash reced of Ananda	42	—	—
		By Do. of Canavarum 7 Ticalls is	3	33	—
		By Do. Jewells	2	18	—
		By Copper Potts	2	19	—
		By Silver Jewels	1	—	—
		By Gold Do.	14	32	—
		By 1 ps. of Clout	1	18	—
		By Cash received of Coja Simon	2	10	—
		By Ditto received in Paddy	19	—	—
		By Interest on Pags. 300 from Sepr. 10 1734 to Augt. 31st. 1736 is 2 years @ 9 ꝑ Cent ꝑ Annum	54	—	—
		Carried over	471	20	70

WOODANDY ₰ CONTRA

			Dr.				Cr.		
		Brought Over	52	19	—	Brought Over	471	20	70
1735									
Oct. 10th.		To Cash paid Janny	—	9	—				
Novr.	,,	To Do. Do.	—	9	—				
	,,	To Do. paid Schoolmaster	1	6	—				
	,,	To Do. paid his Wife	1	13	—				
	,,	To 3 Clouts	1	4	—				
Decr.	,,	To Cash paid Janny	1	3	—				
1735/6.									
Jañry	,,	To Do. Do.	—	9	—				
Febry.	,,	To Do.	—	9	—				
March	,,	To Do.	—	9	—				
1736									
April	,,	To Do.	—	9	—				
May	,,	To Do. paid him	—	8	—				
	,,	To 3 ps. of Long Cloth	7	5	20				
	,,	To 3 Turbands	2	29	20				
	,,	To 1 ps. Dowleis	—	11	20				
	,,	To Cash paid Teagapa	1	1	—				
	,,	To Do. paid Niny	1	3	—				
	,,	To Do. paid him	1	13	—				
	,,	To Do. paid at St. Thoma	—	8	—				
	,,	To paddy for his Sister	2	10	—				
	,,	To Cash paid Schoolmaster	2	—	—				
	,,	To Brass Potts	1	4	—				
	,,	To Cash paid Narraindoss	4	—	—				
	,,	To Do. paid Chandrapa	1	—	—				
	,,	To Do. paid Poovy	—	13	20				
		Carried Over	83	25	—	Carried over	471	20	70

WOODANDY ℔ CONTRA Cr.

		Brought Over	83	25	—
June	10th.	To Do. paid for Jewells	35	—	—
July	,,	To Do. paid	1	12	—
	,,	To Do. paid Ninc	1	1	—
	,,	To Do.	—	9	60
	,,	To a Chest and Lock	3	—	—
	,,	To Cash paid Teagapah	—	9	—
	,,	To a Clout	1	18	—
	,,	To 8 Coats	2	—	—
	,,	To Doisties	1	—	—
	,,	To 2 ps. Moorees	2	—	—
	,,	To 2 Doopattys	1	—	—
Augt.	,,	To Paddy for his Sister at St. Thoma ...	1	—	—
	,,	To Cash paid at St. Thome	1	—	—
	,,	To 2 Brass Potts	—	24	—
	,,	To 3 Do.	—	29	60
	,,	To 1 ps. of Gingham	—	9	—
	,,	To Cash paid for Gold	18	—	—
	,,	To 2 ps. of Clouts	—	24	—
	,,	To 1 ps. of Dowties	—	34	—
	,,	To Cuttanies	—	13	40
	,,	To Cash paid Nalle Chitty	1	31	—
	,,	To Do. paid him for Seremony	3	21	—
	,,	To Cash	1	6	—
	,,	To Do. paid for Brick	5	16	20
	,,	To Do. paid Schoolmaster	1	—	—
	,,	To Cash paid for the adventure with me in Vencataputtys Bond at Respondentia.	102	9	—
	,,	To my Concern with you in little Monsoon	191	27	—
	,,	To Cash	—	20	—
	,,	To Do. Moopallingon	—	18	—
		Carried Over	463	33	20

Brought Over	471	20	70
Carried over	471	20	70

WOODANDY Dr.

1736		Brought Over	463	33	20
Augt. 10th.		To Paddy at St. Thoma	1	—	—
,,		To Cash	1	31	—
,,		To Ditto paid Poovy	—	9	—
,,		To Do. paid by Mallea	1	—	—
			467	19	20 [sic]
Augt.	31.	To Ballance Carried to next Account ...	4	1	50
		Pagodas	471	20	70

₰ CONTRA Cr.

Brought Over	471	20	70
Pagodas	471	20	70

FORT ST. GEORGE AUGUST THE 31ST. 1736.

ERRORS EXCEPTED ₰

WOODANDY Dr.

1736 Decr. ,,	To Cash paid Teagapah	—	18	—
,,	To Do. Do. Vallena	2	—	—
,,	To Cash	2	9	60
,,	To Do. paid Nalle Chitty	—	18	—
,,	To Diamond Jewells	9	9	—
,,	To Cash paid Carpenters	—	15	—
,,	To Do. paid Teagapa's Bill	3	—	—
,,	To Brass Potts	2	19	—
,,	To Account Pornamallie	—	10	—
,,	To Cash paid Choultry Customs ...	—	33	—
,,	To Coral	1	—	—
,,	To Jewells	16	32	—
,,	To Planks received Wood &cas.	6	10	—
,,	To Account of Tannapa's Ballance ...	43	33	60
	Carried over	89	27	40

₰ CONTRA Cr.

1736 Augt.	31.	By Ballance brought from Last Account ...				4	1	50
		By Cash received of Ananda				4	—	—
		By Little Moonsoon Account.	191	27	—			
		By Respondentia Account ...	42	—	—			
		By Canavarum	2	31	40			
			236	22	40			
		By Interest on 236. 22. 40 from August the 30th. 1736 to June the 30th. 1737 is 10 Mos. @ 9 ₰ Ct. ₰ annum.	17	22	40			
						254	9	—
		Carried over				262	10	50

Woodandy — Dr.

		Brought Over	89	27	40
June	30	To a horse	153	27	—
	,,	To Silver	—	18	—
	,,	To Chinam	—	18	—
	,,	To Paddy	4	—	—
	,,	To Cash reced of Angara Chitty for my Account	4	18	—
	,,	To account Vencataputty	14	—	70
	,,	To account Condopa	3	2	20
	,,	To one Blew stone	6	—	—
	,,	To 1 Rubie	10	—	—
	,,	To 2 pair Do. for Earrings	17	—	—
	,,	To 1 Lungc	—	18	—
	,,	To mask valued	6	—	—
	,,	To Pegu Dungarys	6	—	—
	,,	To 1 Ring	8	—	—
Octr.	10	To Cash paid his Atty. Armogon by Peria Woodandy	145	—	—
	,,	To Profit and Loss on painting Cloth ...	46	2	20
		To Painters notes dclivered him Vizt.			
		Trecaummie ... ... 18 — —			
		Tambeen ... ... 11 27 —			
		Mallia ... ... 5 28 —			
		Greemorty ... ... 3 — —			
		Vencana ... ... — 18 —	38	27	—
			560	24	70 [*sic*]
		To Ballance duc	13	34	60
		Pagodas	574	23	50

Memorandum.
Account Dyet for 8 years for his Family and himself about Pagodas ... ... 300 — —

Fort St. George October 1736.

℔ **Contra** — Cr.

		Brought Over	262	10	50
		By Profit & Loss for his share	223	13	—
Octr.	16	By Account Mrs. Walton received from Armagon by hand Peria Woodandy ...	89	—	—
		Pagodas	574	23	50

Errors Excepted

REJOINDER GENERAL INTERROGATORIES to be administred to such Witnesses as shall be produced sworn and Examined in a certain cause where in one Subramony is Complainant and Woodundee is Defendant in Behalf of the Defendant.

IMPRIMIS Do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

To TONAPAH Do you know that the Defendant Woodundee went to Pegu to sell Goods belonging to the Complainant, Do you know that the Compl[t]. was to allow this Def[t]. 2/3[ds]. of the Profit thereon, was such Profit ever paid or allowed him as ℘ Agreement.

Do you know that this Defendant went a second time to Pegu; if yea, for whose account and what was agreed of betwixt the Complainant and Defendant, and say if the Defendant has ever received any Profit on his several Sales of the Complainants Goods at Pegu Declare in whose hands is such accounts and moneys what such Goods so sent to Pegu was sold for Declare.

Item. Do you know or can you say any other matter or thing material for the Complainant in this Cause If Yea set forth the same as you know have heard or do believe with the reasons of such your Knowledge or Belief Declare.

HENRY DEVEIL
Attorney for the Defendant.

MAYORS COURT AT MADRASPATNAM. BETWEEN Allagapah Subramoney Compl[t].
and
Chinna Woodundee ... ... Defend[t].

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

TONAPA Merchant of Madras aged 44 years or thereabouts being produced as a witness in this Cause on the part of the Defendant, was on the 14 day of May 1741 shewn at the Office of M[r]. John Russell Attorney for the Complainant by Charles Nero who left a Note of the name Title and place of abode of the said Tonapah and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he has known the Compl[t]. 15 years, and the Defendant 30 years or thereabouts.

2[d]. To the second Interrogatory this Deponent saith that he remembers the Defendant went to Pegu to sell Goods account the Complainant and that the Complainant was to allow the Defendant two thirds of the Profit thereon which according to agreement was paid the Defendant. The Deponent saith there was a second voyage Intended to Pegu Between the Complainant and Defendant, and that the Complainant was procuring Goods for the same the Defendant Changing his mind sent this Deponent to the Complain[t]. to let him know he would not be Concerned in the voyage, but as for the Goods which were provided by the Complainant they should be shared between them according to their proportions, and that the Defendant would do with them as he thought proper, the Complainant answered this Deponent he had procured Goods proper for Pegu & was not willing to share them but if the Defendant was willing to proceed the Voyage he should have the Goods Entirely on his own account paying the Complainant Principal and Respondentia on so much as was the Complainants share of them, the Defendant agreed to the same and went to Pegu, but on his return the Complainant took possession of what was brought back from Pegue and allowed the Defendant no share thereof, The Deponent saith that the moneys and accounts belonging to the sev[l]. voyages made Between the Complainant and Defendant to Pegu are in the hands of the Complainant and further saith not to this or the last Interry.

ROB[T]. SLOPER TONAPAH
Exam[r].

ADDITIONAL Interrogatories to be administred to such Witnesses as shall be produced sworn and Examined on part of the Defendant in a certain Cause wherein One Subramony is Complainant and one Pegue Woodundy is Defendant.

IMPRIMIS Do you know the parties Complainant and Defendant in this Cause or either and which of them or how long have you known them or either and which of them Declare.

To CONDAPAH Item Did you carry 400 Pag^{s}. worth of Bonds from the Complainant to this Defendant, if yea to what Intent was such Bonds Carried to this Defendant and who sent such Bonds, was you Witness to such Bonds Declare.

Item Do you know or can you say any other matter or thing material for the Defendant in this Cause if yea set forth the same as you know have heard or do Believe with the reasons of such your knowledge or Belief.

HENRY DEVEIL
Attorney for the Defendant.

MAYORS COURT AT MADRASPATNAM.

BETWEEN Subramoney Complainant
and
Pegu Woodundee Defendant.

DEPOSITIONS of Witnesses taken in this Cause by and before the Examiner in this Court as follows.

CONDAPAH Merchant of S^{t}. Thoma aged 51 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 25th. day of May 1741 shewn at the office of M^{r}. John Russell Attorney for the Complainant by Charles Nero who left a Note of the Name Title and place of abode of the said Condapah and afterwards being Sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 4 years and the Defendant 10 years or thereabouts.

2^{d}. To the second Interrogatory this Deponent saith that he this Deponent carried by the Complainants order to the Defendant a Bond for the Sum of 400 Pagodas and drawn in the name of Arnachelum Chitty and Witnessed by this Deponent, but on what Account the said Bond was sent This Deponent cannot say And further this Deponent saith not to this or the last Interrogatory.

CONDAPAH

ROB^{T}. SLOPER
Exam^{r}.

TRANSLATE of the Referrees Report concerning the accounts of Subramoney and Woodundee dated Madraspatnam this 15th. day of April Anno Domini 1745.

TO THE HON^{BLE} THE MAYORS COURT AT MADRASPATNAM.

WE Trevengada Moodelare, Servanahpulla and Gruanathen Do humbly report that We have Inspected the accounts of Subramony and Woodundee delivered to us by this Honourable Court but are not capable of making any adjustment thereof unless the parties are present We therefore beg leave to lay before this Honourable Court the Accounts as they are stated by Subramoney which follows.

SUBRAMONY first Credits Woodundee for the sum of Pag^{s}. 13. 34. 60 then debts him for the sum of P^{s}. 323 for the Maintenance of Woodundee & his Family, and afterwards deducts from it the said sum of P^{s}. 13. 34. 60 and makes a Ballance due to himself of the Sum of Pag^{s}. 309. 1. 20.

THE Following particulars are said to be in the hands of Woodundee but the property of both parties Viz^{t}.

1 Hand Escrutore.
1 Ditto.
1 Ditto of Sandall Wood.
1 Chest.
1 Case with Bottles.
6 Chairs.
1 Cott.
2 Brass Potts.
1. Pelon and Black for beating Rice.
1 Brass Bandage.
1 Brass Pott.
1 Stone for a Seal.
1 Sett of Heads Toys or Milare for a Woman.
1 pair of Scales and Weights.
1 Brass Pott with a Cover.

AN ACCOUNT OF PRECIOUS STONES.

19 Sapphires.
10 Rubies.
1 Sapphior Cutt.
4 Enmathists.
16 Small Rubies.
3 Ruby Beads.

The whole amounting to Pag^{s}. 60 or 70 but not mention whose Possession they are in.

GOODS taken up by Vencatapathe at Respondentia to the amt. of ... ... Ps. 300 — —				
Premium thereon @ 36 ₱ Cent ... 108 — —				
Amt. of the Princl. Premium ...	408	—	—	
INTEREST on the sum of Ps. 408 for 6 years & 9 Mos. at the rate of 9 ₱ Cent amounts to ... ... Ps.	247	31	40	
Whole Amount Pagodas. ...	655	31	40	

There is no mention made to whom this Money was paid.

Translated from a Cadjan said to be the Original as near as it will admitt.

JOSEPH GITHIN
Exam^{r}.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 28th. day of May A.D. 1745
Between Woodundee of Madras Merch^{t}. Complain^{t}.
and
Subramoney of the same place also Merchant Defendant.
and
Between Subramoney of Madras Merchant Complt and Woodundee of the same place also Merchant Defendant.

THESE Causes coming on this day to be heard and Debated before this Court in the presence of the Attorneys on both sides; On hearing the Bill of Woodundee with an Account Current thereto annext, The answer of Subramoney, the Replycation and Rejoinder the Bill of Subramony, the Answer of Woodundee with Translate
Ps. 1216-23-54 & 544.— of a Bond under the hand of Vencataputty dated Sepr. 15. 1736 for P^{s}. 400 thereto annext, The Replycation with 2 Accounts thereto annext, The Rejoinder, also the Proofs taken in the Cross Cause on the part of the Defendant Woodundee the Complainant Subramoney not having produced any, an order made in these Causes on the 24th. day of December 1744 another order made in these Causes on the 15th. day of January last past and the Referrees Report in pursuance of the last order read, And on Examination had this Court doth therefore think fit to order & Decree and doth accordingly order and Decree That the Bills of both Complainants do stand Dismissed out of this Court and that the Complainant Woodundee do pay the Costs of both suits.

⅌ CUR
NOAH CASAMAJOR
Reg^{r}.

9th. April 1745.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your Orator Pombala Vellapah Merchant of Madras having had Sundry dealing with one Teagapah Chitty also of the place aforesaid Merchant He the said Teagah Chitty having Occasion for a sum of Money requested the Loan of your Orator who advanced and lent him 400 Pagodas Current of Madras which in Sterling money of Great Britain accounting each Pagoda 8^{s} amounts to 160£ or thereabouts for securing the repayment of which sum with Interest after the rate of 8 ⅌ Cent ⅌ annum at or before the Expiration of 2 months from the date of the hereinafter mentioned Obligation He the said Teagapah did sign to an Obligation written in English Copy of which is as follows Viz^{t}. "I promise to pay to Pombala Vellapah the full & just Sum of 400 "Pagodas Current of Madras together with Interest after the rate of 8 ⅌ Cent at "or before the expiration of two months from the date hereof for value received "as Witness my hand in Fort S^{t}. George this 7 day of February 1744/5."

TEAGAPAH CHITTY.

Signed in our Presence.
William Dumbleton.
Two Black Witnesses.

The time for Payment being Elapsed your Orator hath often in an amicable manner Demanded the same from the said Teagapah Chitty But now so it is may it please this Honourable Court the said Teagapah Chitty Wilfully and obstinately refuses to give Your Orator any manner of satisfaction your Orator therefore prays such General Relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and Good Conscience To the End of the Bill.

WILLIAM DUMBLETON
Attorney for the Compl^{t}.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 28th day of May Anno Domini 1745
Between Pombale Vellapah of Madras Merchant Compl^{t}.
and
Teagapah Chitty of the same place also Merchant Defendant.

On hearing the Complainants Bill read, and it appearing to this Court that the Defendant hath been served with the regular process to answer the Complainants Bill but Wilfully & Obstinately refusing so to do, On due Consideration had This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Def^{t}. do pay unto the Complainant the full and just sum of 400 Pagodas Current of Madras being the Principal money of the Bond on which the Plaintiff sues together with such Interest after the rate of 8 ⅌ Cent ⅌ annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit, the Plaintiff having made Oath to the Truth of his Demand.

⅌ Cur
Noah Casamajor
Reg^{r}.

17th. July 1744.

To the Honourable the Mayors Court at Madraspatnam.

Humbly Complaining sheweth to this Honourable Court Your Orator Didde Butchenah Merchant residing in Madras That one Colah Rangasoy late of Madras But Deceased having in his life time occasion for a Sum of money did apply himself to your Orator requesting the Loan thereof Whereupon your Orator did advance and Lend unto the said Colah Rangasoy the full and just sum of 270 Pag^{s}. Current of Madras which in Sterling money of Great Britain allowing 8^{s} ⅌ pagoda amounts to $^{lb.}$108 or thereabouts and for Securing repayment of the said money he the said Colah Rangasoy did sign and Give unto Your Orator two several Obligations one bearing date the 25 June 1743 the late bearing date 15th. Sepr. 1743 both of which severally Specify that he the said Colah Rangasoy did Mortgage and make over unto your orator his Dwelling house & Ground Situate and being in the Weavers Street Between the houses of Cahware paukah Welley and Gardealah Venkatardres Cont^{g}. in Length 82 ffeet and in Breadth 56 ffeet as by the Bill of Sale of the said house will appear in your Orators Custody and ready to be produced as this Honourable Court shall seem meet.

And your Orator shews the said Colah Rangosay Did Depart this place and Go a Voyage to Sea and the Ship in which he went is lost with all her Crew being foundered at Sea and since the said Colah Rangosays death there is arrived in this place one Vencatashia that calls himself the deceaseds Heir and nearest relation and Claims the said house so in Mortgage to your Orator whereupon your Orator demands payment of your Orators principal and Interest so lent his Predecessor aforesaid But the said Colah Vencatashia refuses to pay your Orator any more than 100 Pag^{s}. alledging the deceased borrowed no more of your orator, who is ready to make Oath to the contrary and the said Collah Vencataishia's Error in that Belief arises from a Mortgage of 9 years past when your orator lent the Deceased 100 Pag^{s}. which the deceased paid off in his life Long since and the debt now Contracted since is but of Late as by the date of the two Obligations will appear as also the Title Deed of the said House in Your Orators Custody But so it is the said Colah Vencatashia pretends to have some objections to make which your orators prays he may set forth in his answer and by what Title he makes himself Heir to the Deceased's Estate that your orator may be safe in the Delivery up of the Title Deeds of the said house.

To the End therefore that the said Collah Vencatashia may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid as fully and truly as if the same were here again repeated and Interrogated and be decreed to pay your Orator his said principal of 270 Pagodas with the Interest due thereon and the said Colla Vencatashia may give your orator such further and other relief in the premisses as may be agreeable to Equity and good Conscience.

Henry Devell
Attorney for the Complainant.

25th. June 1743.

I Colah Rangosy do hereby acknowledge to have Borrowed and received of Diddy Butchenah the sum of 270 Pagodas Current of Madras for Securing the repayment of which Sum with Interest at nine ₰ Cent ₰ Ann on demand I mortgage my house with the Bill of Sale thereof.

Colah Rangasoy.

Witness

Godapedda Subana.
Numbe Pettumboo.
drawn by Cullellah Rangiah.
Translated by a Cadjan said to be the Original.

Joseph Githin
Examr.

15th. September 1743

Whereas heretofore I mortgaged my house to Didde Butchenanah for the sum of 270 Pagodas Now I hereby oblige myself to repay the above principal with Interest at nine ₰ Cent on the 30th. of may next, or on default of such payment at the Expiration of the time Limitted That the said House shall become his right and property for ever in Consideration thereof.

Colah Rangasoy.

Witness

Goddapedda Subana.
Numbe Pettumboo.
drawn by Callavelah Rangiah.
Translated by a Cadjan said to be the Original.

Joseph Githin
Examr.

28th. August 1744.

The Answer of Colah Vencatashia Inhabitant of Madras Defendant, to the Bill of Complaint of Diddee Butchanah of the same place Complaint.

The said Defendant now and at all times hereafter saving and reserving to himself all & all manner of Benefit and advantage of Exception to the manifold Errors, Imperfections Incertainties and Untruths in the Complts said Bill contained for answer thereunto or unto so much thereof as he this Defendant is advised materially doth concern him this Defendant to make answer unto he this Defendant Answereth and saith.

That it is upwards of 10 years since one Latchemah (who was the owner of the house set forth in the Bill of Complaint) mortgaged it to one Diddee Eyavare the Complainants Brother for Pags. 170 as will more fully appear to this Honourable Court by a Translate of an agreement signed by the said Eyavare to the said Latchemah bearing date Febry the 3d. 1735/6 hereunto annext and it will also appear, that the Ballance then remaining due to the said Diddee Eyavare from the said Latchema was no more than Pags. 100 for securing the repayment of which sum the Bill of Sale of the said House was Left in his the said Diddee's Eyavares hands, and this Defendant further saith that since the above Transaction the said Latchema delivered sevl. Bonds into the hands of the said Diddee Eyavare for him to collect the money due on them which was very Considerable, but Diddee Eyavare dying the now Complainant possesst himself of all and every the aforesaid Bonds together with the Bill of sale of the aforesaid Mortgaged premisses, which he now pretends and sets forth in his Bill of Complaint that the same was mortgaged to him by one

Colah Rangosay who is said to be the Heir of the said Latchema, a most palpable Falsity for this Defendant is the only surviv^g. Heir to the said Latchema as will Appear to this Honourable Court by a Certificate attested by several of this Defendants Cast, and which Certificate is also hereunto annext for the Inspection of this Honourable Court.

AND this Defendant further begs leave to Inform this Honourable Court, that the said Latchema has been dead upwards of Two years, and a short time before her Decease she sent for this Defendant (who is her lawfull Heir) and Delivered unto him the Agreement which the Complainants Brother signed as aforesaid, and at the same time said to this Defendant that he should pay to the Complainant the Sum of 100 Pagodas due to his Brother (who was then dead) with what Interest had accrued thereon, and then for this Defendant to take possession of the aforesaid mortgaged house and demand the Bill of Sale thereof as likewise the several Bonds which she had Delivered as aforesaid unto Diddee Eyavare the Complainants Brother and of which the Complainant was then possessed of, and she the said Latchema moreover said to this Defendant, take an account of the rent due to the said house, and receive the amount thereof from Diddee Butchena the now Complainant.

AND this Defendant further saith that after the decease of the said Latchema, this Defend^t. applied himself to the now Compl^t. and proposed paying his Demand of 100 P^s. with such Interest that was then due thereon, upon his delivering to this Defendant the aforesaid Mortgaged house and Bill of Sale thereof, As also the amount of what rent he had received on account of the said house; The Complainant takes no manner of Notice but Clandestinely and maliciously goes & files a most false and Erroneous Bill in this Honourable Court against this Defendant.

AND further this Defendant Begs Leave to represent unto this Honourable Court how far the Inveteracy and malice of the Complainant runs to ruin this Defendant if possible, and to Screen himself and deprive this Defendant of his Right and property. About 35 Years ago the said Latchema's Husbands Father borrowed from one Vallaboo a Noted Dubash a sum of money giving and Signing to a Bond for the same, Some time after the said money was paid, but the Bond by Omission remained in Vallaboos Family which the Complainant knowing of did basely stir up to strife and persuade the Family of Vallaboo to put the Bond in Execution against this Defendant on purpose to Vex this Def^t. with a Litiguous suit.

AND to Conclude this Defendant says that he has ever been willing and often Invited the Complainant to come to Amicable Terms, which he relinguishes, but for further Satisfaction to both parties as well as to this Honourable Court, this Defendant humbly prays this Honble Court, would refer this Affair to Referrees that they may Give in their opinion and Report thereof to this Honourable Court.

ALL Which matters and things this Defendant is ready to aver maintain and prove as this Honourable Court shall award and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most Wrongfully sustained.

WILLIAM DUMBLETON
Attorney for the Def^t.

February 3^d. 1735/6.

WHEREAS heretofore Colah Latchimah Mortgaged her house to me with the Bill of Sale for Pagodas 170 the Interest thereon to the present date being Pagodas 23 the whole amounting to Pagodas 193 Now having paid me in part P^s. 40 and more P^s. 53 which I allowed her being deducted there remains due to me Pagodas 100 for the payment of which Sum she has now given me a fresh Bond which sum of Pag^s. 100, I hereby Declare to be the full amount of her Debt to me from the date hereof.

Drawn and signed by
DIDDEE IYAVARO.

TRANSLATED from a paper writing said to be the Original.

JOSEPH GITHIN
Exam^r.

18th. September 1744.

The Replycation of Deddee Butchena to the answer of Colah Vencatashia.

This Replyant saving and reserving to himself all manner of benefit and Advantage of Exception to the many Errors, untruths, uncertainties & imperfections in the said Answer contained for replycation thereto saith that since the Defendant has taken a great deal of pain to set forth the Transactions relating to the House now under Suit, This Replyant, tho' he thinks it almost needless will Explain the matter more fully, and rectify the mistakes made therein by the Defendant.

On the 18th. of May 1728 one Nursoo Letchimas husbands Father together with Colah Rangasoy did Jointly Mortgage the house under suit, to Poncala Kistna deceased for P^{s}. 100 as will Appear by the said Mortgage Bond hereunto annext; In the Year 1734 Nersoo [*sic*] being dead, the said Letchema and Colah Ramgosoy applied themselves to Diddee Eyavar this Repliants brother and desired him to pay a Sum of money towards discharging the said mortgage, offering at the same time to mortgage the same to him. hereupon this Repliants said Brother paid Pagodas 150 towards redeeming the same for securing the repayment of which the said Letchima and Colah Rangosay agreeable to their promise Mortgaged the said house to this Repliants said Brother by a Writing bearing date the 5th. of May in the year aforesaid, as will also more fully appear by a Translate hereunto annext. The Defendant pretends in his Answer, that the premisses were mortgaged to this Replyants said Brother by Letchema only, which is intirely false.

This Replyant further saith, that on the 3^{d}. of February 1735/6 the Accounts being settled between this Replyant said Brother on the one part, and Letchima and Colah Rangosay on the other part, there appeared a Ballance of Pag^{s}. 100 in this Repliants said Brother favour, Upon which The agreement which the Defendant has annext to his answer was drawn and signed by this Replyants said Brother in the name of Letchema only, but to overthrow the advantage of the Defendant takes of this, on the very same day both Letchemah and Colah Rangosay did Jointly sign a fresh mortgage Bond of the premisses to this Replyants said Brother for the said Ballance of 100 P^{s}. the Translate of which mortgage Bond is likewise hereunto annexed.

Soon after the said Letchamah and Colah Rangosay had mortgaged the said house to this Replyants Bro^{r}. for P^{s}. 100 on the 3 of Febry 1735/6 as aforesaid they delivered the said house to the care of this Replyants said Brother desiring him to receive the rent thereof @ ¾ Pagodas ⅌ month from a Guzaratt Merchant having lived two years in the house left it on pretence that the rent was too high, after which this Replyants Brother thro' his own Endeavours got Tenants for it, and repaired it, some time after this, this Replyants said Brother departed this life, and the said Letchema died soon after, of which when this Repliant was informed, he wrote to Colah Rangasoy then at Metchlepatam to come hither and settle acco^{ts}. relating to said house with this repliant the said Colah Rangasoy came accordingly last year and adjusted the said accounts in manner following.

Cash lent on mortgage of the house	P.	100	—	—
Interest on Ditto		81	—	—
Cash paid Company for Quit Rent		16	—	—
Repairs		26	35	30
		223	35	30
House Rent received as ⅌ account particulars ...		142	—	—
Pagodas ...		81	35	30

Accounts being thus settled the said Colah Rangasoy requested this Replyant to lend him a fur^{r}. sum of money, offering to give him another Mortgage Bond whereupon this Replyant lent him the sum of Pa^{s}. 188. 3. 30 which added to the aforesaid Ballance makes the sum of Pag^{s}. 270 and for this Sum he signed the Bond

which is now under Suit This Replyant desired at the same time to return the agreement or writing which his said Brother had signed to Letchima only as aforesaid, he said he had left it at Metchlepatam, but declared the same to be Void, and added that he returned from thence he would bring it and deliver it to this Replyant, but now the said Colah Rangasoy is dead the same has fallen into the hands of the Defendant who would take advantage of it, and in his answer has advanced several falsehoods, as that Letchema put several Bonds into this Replyants Brothers hands in order for him to collect the money due on them and that this Repliant perswaded Vallaboos Family to prosecute the Defendant in this Honourable Court.

This Replyant begs Leave to observe, that if Colah Rangosay had no right or property in the said house, as the Defendant pretends he had not, he would never have signed the Mortgage Bonds aforesaid, Neither would Letchema or her husbands Father have taken him for a partner in signing them nor it can be Imagined that he would come from Metchlepatam to settle accounts with this Replyant, the Ballance of which this Replyant might have demanded of him and obliged him to pay. All these Considerations this Repliant humbly conceives shew the pretence of the Def^t. to be Idle and Groundless.

This Replyant therefore prays that either the Terms of the said Agreement given him in Septem^r. last by Colah Rangasoy may be complied with, Namely to deliver the said house to him, or that the Defendant may be obliged to pay him the principal & Interest due to him on that account.

And this Replyant saith as in and by his said Bill he hath already saith and doth and will Averr maintain and prove all and every thing and things therein Contained to be true and certain as the same are therein alledged and expressed.

HENRY DEVEIL
Attorney for the Repliant.

KNOW ALL MEN by these presents that we Narsoo and Rangasa for and in Cons^n. of the Sum of 100 P^s. to us in hand paid by Poncala Kistna at or before the Sealing and delivery hereof which Sum we do hereby acknowledge to have received Have Mortgaged Assigned and made over and by these presents Do Mortgage Assign and make over unto the said Poncala Kistna All that one house and Ground in the Weavers street between the houses of Casware Paupah welly, and Gardedealah Venkatardes cont^g. in Length 82 feet and in breadth 26 feet To have and to hold the above said house and Ground unto him the said Poncala Kistnah his Heirs & assigns for ever. Provided the said Narsoo and Rangasia their Heirs or assigns shall well and truly pay to or cause to be paid unto the said Poncala Kistnah his Heirs or assigns the full and just sum of 100 Pagodas together with the Interest at the rate of 8 ₱ Cent ₱ Annum at or before the Space of nine month from the date hereof then this Obligation to be void and of no Effect else to be and remain in full force and virtue In Witness whereof we have hereunto set our hands and seals in Fort St George this 18th. day of May Anno Domini 1728.

REGISTRED THE 18TH. MAY 1728.
₱ JOHN STRATTON
Reg^r.

Signed in Gentue Character.
NARSU.
RANGASIA.

May 5th. 1734.

WE COLAH LATCHIMAMA and Colah Rangasia do hereby acknowledge to have Jointly Borrowed and received of Didde Iyavarro the sum of One hundred and ffifty Pagodas Current of Madras for Securing the repayment of which Sum with Interest at Nine ₱ Cent on demand We mortgage our house with the Bill of Sale thereof.

WITNESS
Strema Drungum.
Oshern Doss of Guzarat.
drawn by Cullevala Padmanabundoo.

COLAH LATCHIMA'S *Mark* +
COLAH RANGASIA.

Translated from a Cadjan said to be the Original.

JOSEPH GITHIN
Examr.

We Colah Latchimah and Colah Rangasai do hereby acknowledge to have Borrowed and received of Didde Iyavaroo the sum of 100 Pagodas Current of Madras for Securing the repayment of which sum with Interest at nine ℘ Cent on demand We Jointly Mortgage our house with the Bill of Sale thereof.

Colah Latchimah's *Mark* +
Calah Rangasia.

Witness
Strema Drungum.
Oshern Doss of Guzaratt.

drawn by Cullevala Padmanabundoo.
Translated from a Cadjan said to be the Original.

Joseph Githin
Examiner.

13th. Novemr.

The Rejoinder of Colla Vencatashia to the Replication of Diddee Butchena.

This Defendant Saving and reserving to himself now and at all times hereafter all manner of Benefit and advantage of Exception to the many Errors and Imperfections in the said Replication contained saith, that this Defendant answer is Insufficient in the Law to be replied unto and this Defendant further saith, that he is surprized to find the first mortge. Bond annext to the Bill said to be drawn in the year 1718 and registred in the year 1728 to be signed by Collah Rangasoy, because in the year 1718 the said Collah Rangasoy was a little Child as this Defendant can prove.

As for the other mortgage Bonds annext to the Bill, Letchma at the desire of Diddee Iyavaro the Repliants Brother as this Defendant has been Informed, this Defendt. not being then in this place, got Collah Rangosoy to sign the said Bonds with her, according to the known Custom in all these parts for a Woman not to sign alone but upon her Supposed incapacity of acting with Judgement in such matters and to prevent the Hazard of being Imposed upon, to get some man to sign along with her. But though Rangasoy signed the Bonds, his signing gave him no manner of right to the house, as fully appears by a Certificate under the hands of the Defts. Cast, annext to his Answer; At the Death of Letchima, this Deft. came to Madras with an Agreement which the Repliants Brother signed to Letchima who deled it to this Defendant as it is at large set forth in this Defendants Answer, and then this Defendant applied to the Repliant and shewed the same to him desiring him to settle Accounts and receive his principal and Interest due on his mortgage and Deliver up the said house, accounting for the amount of the rent thereof, But the Replyant slighted this Defendants reasonable request, designing some Fraud in the matter by the assistance of Ramgasoy; who came from Metchlepatam with this Defendant, but this Defendant knowing the Repliants bad Intentions, did publickly and in the presence of several persons tell the Repliant, that this Defendant was the sole proprietor of the said house; and that he had the agreement signed by his Brother Diddee Iyavaro, & that Rangasoy had no right at all to it, and that this Defendant would make full proof thereof before the Cast and after this Defendant had said all this he strictly forbid the Replaynts having any manner of concern with Rangasoy touching the said house, This was done in the Beginning of August 1743 but the pretended Mortgage Bond as the date thereof shews was at the latter End of that month or several days after this Defendant had given the aforesaid warning. Here this Defendant humbly asks, since this Defendant shewed his Just Title to the said house as aforesd. and told the Replyant that the said Rangasoy had not the least right to it; how could the Replyant settle accounts with him, as he pretends he did, or lend him any further sum of money, since he knew that he must loose it in Consequence of this Defendants Sole right & property in the said house.

This Defendant therefore most humbly prays this Hoñble Court to oblige the Repliant to settle accounts concerning the said house with this Defendant, and to deliver up the said house on receiving from this Defendant Pagodas 100 & the Interest due thereon together with the Agreement signed by the Replyants Brother as aforesaid, and now in this Defendants hands or otherwise to order the matter to Referrees, as this Defendant prayed in his answer and to Oblige the Replyant to deliver up all the Bonds which Letchma put into the hands of the Replyant Brother.

And this Defendant further saith as in and by his said Answer he hath already said and doth and will averr maintain and prove all and every thing and things therein contained to be true and certain as the same are therein alledged and Expressed.

William Dumbleton
Attorney for the Defendant.

Interrogatories to be administred to such Witnesses as shall be produced sworn and examined on part of the Complainant in a certain Cause wherein one Diddee Butchenah is Complainant and one Colah Vencatashia is Defendant.

To all the Witnesses Imprimis do you know the parties Complaint. and Defendants in this Cause, or either and which of them, and how long have you known them, or either and which of them Declare.

2d. To Sadualla Rangiah Vendarazaloo, Jangamiah Kistnama & Eyrsapah Item Do you know the two Cadjans now shewn you at the time of your Examination marked HD, if yea do you know how these two Cadjans arose, and from what accounts, and how is the account made out, & after what manner was the account Closed, was it by Consent of the parties & who were the parties that signed to this Bond Declare.

Do you know the lawfull Heir to Latchimah deceased, who performed her funeral Ceremonys who Enjoyed her Effects, who acted for her in her Life time, Say all you know of the present affair, between the Complainant and Defendant.

3d. To Pettumboo and Gooda Subbanah Item. Do you know the Cadjans (or either of them) now shewn you at the time of your examination marked HD are your names or either of them signed thereto as Witnesses. If yea, do you know what money was paid on account of the said Bonds and what passed between the parties at the time of your Witnessing these Bonds, did you ask if all parties was satisfied and what Answer was made, and by whom Declare.

4th. Item Do you know or can you say any other matter or thing for the Complainant in this Cause, if yea set forth the same as you know, heard, or do Believe with the reasons of such your knowledge or Belief Declare.

Henry Deveil
Atty. for the Complt.

Mayors Court at Madraspatnam.

Between Diddee Butchenah Complainant
and
Cola Vencatashia......Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Sadualla Rangiah of Madras Schoolmaster aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 21st. day of Novemr. 1744 shewn at the Office of Mr. Wm. Dumbleton Attorney for the Defendant by Connecapah who left a Note of the name Title and place of abode of the said Sadualla Rangiah and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he knows the Complainant and hath so known him 23 years or thereabouts but hath no knowledge of the Defendant.

2ᵈ. To the second Interrogatory this Deponent saith that he drew the Writings on the Cadjans now produced and shewn him marked HD N°. 4 and 5 but knows not from what accounts they arose or how any such accounts were made out, That the Complainant and Rangasoy came to this Deponent and both requested of him to draw the Bond and Agreement on the above Cadjans and that Rangasoy signed them both after they were drawn. This Deponent further saith that the said Rangasoy is lawfull Heir to Latchima deceased but knows not who performed her funeral Ceremonys. That the said Rangasoy acted for her during her life time and Enjoyed her Effects after her Decease and more saith not to this or the last Interrogatory.

Rangiah.

Joseph Githin
Examʳ.

Veerdarazaloo of Madras Coal Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1ˢᵗ. To the first Interrogatory this Deponent saith that he hath known the Complᵗ. 15 years and the Defendant 2 years or thereabouts.

2ᵈ. To the second Interrogatory this Deponent saith that he hath no knowledge of the Cadjan now shewn him marked HD N°. 4. But knows the Cadjan at the same time shewn him marked HD N°. 5 That it is an Agreement Concerning the payment of a Bond contᵍ. a Mortgage of an house for 270 Pagˢ. which Mortgage arose from Accounts between the Complainant and Colah Rangasoy the particulars of which are as follows Vizᵗ. The Complainant had formerly Lent the said Colah Rangasoy an 100 Pˢ. the Interest thereon To the time of settling the accounts last year appeared to be 81 Pagˢ. to these was added 16 Paˢ. which the Complainant had paid for the Quit rent of the said Rangasoys house as also 26. 30. 30 paid for the repairs of the said house so that the whole amounted to 223. 30. 30 due to the Complainant out of which was deducted 142 Pagˢ. the Complainant having received that Sum for the rent of the said house the Ballance therefore remained only 81. 30. 30 in favour of the Complainant Now since which Ballance the said Rangasoy having received Goods and money to the amount of 188. 5. 50 the debt Increased again to 270 Pagodas for the payment of which the said Rangasoy gave a Bond as above, which he signed, This Deponent further saith he knows not who is Lawfull Heir to Latchima deceased or who performed her funeral Ceremonies That he knows the above Rangasoy acted for the said Latchema, while Living and Enjoyed her Effects after her decease and more saith not to this or the last Interrogatory.

Veeradarazaloo.

Joseph Githin
Examʳ.

Jangamiah of Madras Petty Merchant aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1ˢᵗ. To the first Interrogatory this Deponent saith that he hath known the Complainant 15 years but hath no knowledge of the Defendant.

2ᵈ. To the second Interrogatory this Deponent saith that he has no knowl-[edge] of the two Cadjans now shewn him at this his Examination marked HD N°. 4 & 5 nor can he say from what accounts he arose, how any such Accounts are to be made out relating thereto That he knows Colah Rangasoy is Heir to Latchima deceased and Enjoyed her Effects afterwards but knows not who preformed her funeral Ceremonies that the said Colah Rangasoy managed her Affairs during her Lifetime and more saith not to this or the last Interrogatory.

The mark of Jangamiah.

Joseph Githin.
Examʳ.

KISTNAMA of Madras Weaver aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant he hath known 8 years or thereabouts.

2d. To the 2d. Interrogatory this Deponent saith that he knows not the Cadjans now shewn him marked HD or can say ought concerning the same That he knows Colah Rangasoy is Heir to Latchema deceased, acted for her while Living and Enjoyed her Effects after her decease but knows not who performed her funeral Ceremonies or can further say to this or the last Interrogatory.

The mark of KISTNAMA.

JOSEPH GITHIN
Examr.

EYRSAPAH of Madras Conicoply aged 54 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complt. and hath so known him 30 years but hath no Knowledge of the Defendant.

2d. To the second Interrogatory this Deponent saith that he has no knowledge of the two Cadjans shewn him at this his Examination marked HD No. 4 & 5 or ought concerning the accounts they may have arisen from that he knows Rangasoy is Heir to Latchema deceased that he acted for her during her Life time and Enjoyed her Effects but cannot say who performed her funeral Ceremonies or ought further to this or the last Interrogatory.

IRSAPAH.

JOSEPH GITHIN
Examr.

PETTUMBOO of Madras Minter aged 46 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 15 years or thereabouts but hath no knowledge of the Defendant.

Third. To the third Interrogatory this Deponent saith that he knows the Cadjans now shewn him at this his Examination marked HD No. 4 and 5 and that his name is signed as a Witness to both of them He further saith that he did not see any money paid on account of the said Cadjans That Rangasoy acknowledged he had received the Contents and together with the Complainant desired one Gooda Subanah and this Deponent to sign as Witness to the above Cadjans and more saith not to this or the last Interrogatory.

PETTUMBOO.

JOSEPH GITHIN
Examr.

GOODA SUBANAH of Madras Merchant aged 34 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 20 years or thereabouts but hath no knowledge of the Defendant.

3d. To the 3d. Interrogatory this Deponent saith that the two Cadjans now produced and shewn him marked HD No. 4 and 5 and Signed as a Witness to both of them, That he saw no money paid but on this Deponts. asking if they were both satisfied. Rangasoy acknowledged that he had received the Contents of the said Cadjans and more saith not to this or the last Interrogatory.

GOODA SUBANAH.

JOSEPH GITHIN
Examr.

INTERROGATORIES to be administred to such Witnesses as shall be produced sworn and Examined on the part and Behalf of the Defendant in a certain Cause wherein one Didde Butchenah is Complainant and one Colare Vencatashia is Defendant.

TO ALL THE WITNESSES Imprimis Do you know the parties Complainant and Defendant in this Cause (If Yea) how long have you known them or either and which of them Declare.

To Vadjeral Vencattee Ramadue and Chitture Juggoo Item Do you remember ever to have seen the two Contending parties together (if yea) did they seem in Amity with each other, what Topic did they discourse upon, do you remember either party to have made any mention of a house (if yea) what house was so mentioned, whose property is said house, and what further past at that time or any other relating to the present dispute what time was this Meeting of the Contending parties Declare.

To Vittere Gontue Paupiah Item Do you remember to have seen in the hands of one of the Contending parties an Agreement given to Colare Latchema (if Yea) what was the Contents of such Agreement, whose hands did you see it in, and how long ago is it since you saw it Declare.

To Alladu Chinnamuntue and Siden Raganaiachu Item When did Colare Narsue Dye Declare.

TO ALL THE WITNESSES Item Do you know or can you say any other matter or thing material for the Defendant in this Cause If yea setforth the same as you know have heard or do Believe with the reasons of your knowledge and Belief Declare.

WILLIAM DUMBLETON
Attorney for the Defendant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Diddee Butchena Complainant
and
Colare Vencatashai Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Exam^r. in this Court as follows.

VADJERAL VENCATEE RAMADUE of Metchlepatam Braminy aged 36 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 12th. day of January 1744 Shewn at the Office of M^r^. Henry Deveil Attorney for the Complainant who left a Note of the name Title and place of abode of the said Vadjeral Vencaty Ramadue and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 1½ year & the Defendant 16 years or thereabouts.

2^d^. To the second Interry this Deponent saith that he remembers to have Seen the contending parties together about 16 months past, when they seemed to be in Amity with each other That the Topick they entred upon was concerning an house lately bel^g^. to Colare Latchema and now the Defendants property He further saith that the Defendant desired the Complainant to settle Accounts thereon, who replied That one Soy also Claimed a right therein, and that he therefore could make no answer to his request, till he the Defendant and the said Soy had made it appear to which of them the Title of the said house belonged That the Defendant then desired it might be referred to the Cast to whose determination he would Submitt and at the same time shewed the Complainant an Obligation that was given to Colare Latchima by Diddee Iyavaroo and ordered him not supply Soy further with money till it was determined whose property the house was and more saith not to this or the last Interrogatory.

VADJERAL VENCATY RAMUDU.

JOSEPH GITHIN
Exam^r^.

Chitture Juggoo Farmer near Metchlepatam aged 52 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant about a year and an half and the Defendant he hath known 24 years or thereabouts.

2d. To the second this Deponent saith that he remembers to have seen the Contending parties together in amity about 16 months that the Defendt. then desired the accounts relating to Colare Latchmahs house might be settled and at the same time shewed the Complainant a Paper which his the Complainants Brother had given the said Cola Latchima concerning the same, to which the Complainant made no other reply than that he had no knowledge of the Defendant, He further saith that the house is now the Defendants property and that he then ordered the Complainant not to give one Soy any more money on account thereof and more saith not to this or the last Interrogatory.

Chitture Juggoo.

Joseph Githin
Examr.

Vitture Gontue Paupiah of Madras Braminy aged 23 yrs. or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant one year or thereabouts.

3d. To the third Interrogatory this Deponent saith that he remembers to have seen in the Defendants hands, an agreement given to Colare Latchima about 16 months ago That he at the same time heard the agreement read But cannot at this Juncture remember the Contents hereof, and more saith not to this or the last Interrogatory.

Vitture Gontue Paupiah.

Joseph Githin
Examr.

Alladu Annamontu of Madras Petty Merchant aged 70 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards, being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 20 years and the Defendant one year or thereabouts.

4th. To the 4th. Interrogatory this Deponent saith that it is twenty years or thereabts. since Coloo Nursoo died and more saith not to this or the last Interrogatory.

Annamontu.

Joseph Githin
Examr.

Sidem Radaniacoloo of Madras Peon aged 70 years or thereabouts being produced as a Witness in this Cause on the part of the Defendt. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complaint. 20 years and the Defendant 6 Months or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that Colu Narsue died about 20 years ago and more saith not to this or the last Interrogatory.

The mark of Raganiacloo.

Joseph Githin
Examr.

MAYORS COURT AT MADRASPATNAM.

FRIDAY the 31st. day of May Anno Domini 1748.
Between Diddee Butchena of Madras Merchant Complainant
and
Colla Vencatashia of the same place Inhabitant Def^{t}.

THIS CAUSE coming on this day to be heard and debated before this Court in the presence of the Defendant and of the Attorneys on both sides. On hearing the Complainants Bill with Translates of a Cadjan Mortgage Bond dated the 25 June 1743 for Pagodas 270 and of an $assignm^{t}$. dated the 15th. September 1743 for Pagodas thereto annext, The Defendants answer with Translate of a Declaration dated the 3^{d}. day of February 1735/6 thereto annext, the Replycation with a mortgage Bond in English dated the 18th. May 1728 for Pagodas 100 and Translate of two Cadjan mortgage Bonds dated the 5th. May 1734 for Pagodas 150 and the 3 February 1735/6 for Pagodas 100 thereto annext, the Rejoinder also the Proofs taken in this Cause read, And on Examination of the matters in this Cause, what was alledged on either, and due Consideration had thereon. This Court doth therefore think fit to order and decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and just sum of 270 Pagodas Current of Madras being the principal money of the first above mentioned bond, together with such Interest after the rate of 8 ꝑ Cent ꝑ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in default of payment at or before 21 days from the date hereof that the mortgaged premises be sold, and the money arising from Sale paid to the Complainant in and towards the discharge of his said Debt and Costs.

ꝑ CUR
NOAH CASAMAJOR
Reg^{r}.

30th. April 1745.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Colah Bassava Chittee Merchant and Inhabitant of and now living and residing in Madras having had Sundry Dealings with one Chittereapah also Merchant of and now Living and resideing within the place aforesaid He the said Chittereapah having Occasion for a Sum of money did apply himself to your Orator requesting the Loan thereof whereupon your Orator did advance and lend unto the said Chittereapah the full and just sum of 170 Pagodas Current money of Madras which in Sterling money of Great Britain accounting each Pagoda $8^{s.}$ amounts to $68^{lb.}$ or thereabouts for Securing the repayment of which Sum with Interest accruing thereon after the rate of 8 ꝑ Cent ꝑ Annum on demand He the said Chittereapah did make sign and Deliver unto your Orator one Cadjan Bond Note or Writing Obligatory bearing date in Fort S^{t}. George the 16th. day of May which was in the year of our Lord 1743 as will appear ꝑ Translate of said Bond for the Inspection of this Honourable Court hereunto annexed to which your orator most humbly referrs and prays the same may be admitted as part of this your Orators Bill of Complaint the Original being in your Orators Custody ready to be produced as this Honourable Court shall please to direct and your orator further shews that your Orator hath often and that in the most amicable manner demanded payment of the beforementioned Sum with Interest from him the said Chittereapah.

But now so it is may it please this Honourable Court the said Chittereapah Wilfully and Obstinately refuses to give your Orator any manner of satisfaction your Orator therefore prays a General Relief touching the premes such as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

WILLIAM DUMBLETON
Attorney for the Complainant.

16 May 1743.

I Chittereapah do hereby acknowledge to have Borrowed and received of Colah Bussava Chitty the sum of 170 Pag^s^. Current of Madras which sum I promise to pay on the sixth of June and on default of such payment the said sum is to run at Interest at 9 ℘ Cent and become payable on demand.

drawn and signed by
CHITTEREAPAH

WITNESS

Attaputtee Comorapah Chitty.

Colah Singanah.

Translated from a Cadjan said to be the Original

JOSEPH GITHIN
*Exam^r^*

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 4th. day of June Anno Domini 1745.
Between Colah Bussava Chitty of Madras Merchant Complainant
and
Chittereapah of the same place also Merchant Defendant.

ON HEARING the Complainants Bill with Translate of a Cadjan bond under the Defendants hand dated the 16 may 1743 for P^s^. 170 thereto annext read and it appearing to this Court that the Defendant hath been served with the Regular Process to answer the Complainants Bill but Wilfully and obstinately refusing so to do, on due Consideration had This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the Complainant [*sic*] do pay unto the Complainant the full & Just Sum of 170 Pagodas Current of Madras Together with Interest after the rate of 8 ℘ Cent ℘ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit The Plaintiff first making Oath to the Truth of his Demand.

℘ CUR
NOAH CASAMAJOR
Reg^r^.

2^d^. Octr. 1744

TO THE HON̄BLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Coja Pogose de Cauchick Armenian Merchant now being & residing in Madras having had divers and sundry Dealings with one Coja Murzam de Muckerton also Armenian; at present residing in Madras and having great Confidence in the Integrity of the said Coja Murzam de Muckerton, your orator did during his stay at Metchlepatam, employ him to provide your orator divers Goods, as ℘ Account particulars hereunto annext will more fully appear, and to which intent and purpose your orator did advance him when at that place divers sums of money as by the said Account will also appear, but notwithstanding the Trust your orator reposed in him the said Muckertoom, did at divers times provide and send your orator his Goods always worse than other peoples by 10 ℘ Cent and the price greater than others by as much ℘ Cent comparing your orators Goods with others of the same sort from the same

place, and which if your orator was to be strict would make a difference in account, of almost 20 ⅌ Cent but by a moderate Calculation in the most friendly manner there is at least 10 ⅌ C^{t}. arises in the badness of the Goods and overcharge of the Price, which he the said Muckertoom will not allow your orator besides 5 ⅌ Cent Commission which he Charges Your Orator, which your Orator denies To admit of by reason your orator did in the year 1739 purchase without Commission for the said Muckertoom 2180 Pag^{s}. Worth of Goods in this place, and did sell the same for him in Manilla besides others sent therewith to the amount of 4700 Dollars in Consideration of which Friendly Term he promised to supply your orator with so many Goods at Metchlepatam on the same Friendly Terms, but Contrary to such his promise he now Charges Commission which your Orator refuses Unless he also allows Commission for what your Orator sold aforementioned.

These Differences in a Course of a Long Account, in large Sums of money makes the Ballance of Accounts betwixt us very unequal and to adjust which your orator has frequently in a most friendly manner desired to referr the said accounts to 4 of your Orators Nation even Indifferently Chosen by himself. But he will neither go to Arbitration without Compulsion, nor pay your orator his Ballance which in all Appearance must be on or about the sum of 1690 Pagod^{s}. Curr^{t}. of Madras which in Sterling money of Great Britain allowing each Pagoda 8$^{s.}$ amounts to 666£ or thereabouts and your orator shews the said Muckertoom has shifted accounts off till he is within a day or two of his departure to Metchlepatam, where he is now making ready for, without giving your orator any manner of satisfaction tho' all your Orator desires is only to allow him, according to his own Books, which shews his disbursements but he pretends to have no Books at all and at least will produce none, tho' your orator is very well persuaded No Armenian Lives and Trades without Books, wherefore your orator prays the said Muckertoom may be Compelled to make Choice of Referrees, after what manner so ever shall seem most meet to this Honourable Court, for your orator is Tired out with making daily applycations to the said Muckertoom without Effect.

To the End therefore that the said Coja Meerzam de Muckertoom may upon his Corporal Oath true and perfect answer make to all and every the matters aforesaid as fully truly and Effectually to all Intents & purposes as if the same was here again repeated and Interrogated & be Decreed to pay your orator such Ballance as shall appear to be due with Interest thereon after the rate of 8 ⅌ cent ⅌ Annum from the time any Sums became due and that your orator may have such further and other Relief in the premises as may be agreeable to Equity and good Conscience.

Henry Deveil
Attorney for the Complainant.

Dr. COJA MEERSOM DE MUCKERTOOM Cr.

Date		Particulars			
1739	,,	To Ballance due to me in our last account Curr^t. — — — —	56	—	—
1742 July	13	To Rupees for 10,000 @ 357½ @ 100 Pag^s. is	2,800	14	—
Sep.	23	To a Bill of Exchange paid To Vencatzam	2,000	—	—
	,,	To goods you provided for me to the amount of P^s. 4,702 70 10 being 10 ℔ Cent worse	470	3½	—
		To Commission 5 ℔ Cent on P^s. 4231. 35. 70. P. 211. 8 you charged me Contrary to our Agrem^t. as appears by acc^t. Sale of your painting sold at Manilla in 1739 for Spanish Dollars 4700, I Charged you no Commission thereon and therefore I debt you for the above sum	211	8	—
1743 Oct.	28	To one Chest of Ophiam sold at Muslipatam on account of Coja Joannes de Parper	51	14	—
		To Sundry Goods remaining in your hands—			
		Handkerchiefs .. cor. 1, ps. 17, 72 4½			
		Lavehick .. — 14 12 5¾			
			84	5½	—
		To Batty on Pag^s. 4674. 12 at 10 ℔ Cent	567	7½	—
		Pagodas ..	6,242	4½	—

Date	Particulars						
1743 July 11	By Sundry Goods you provided on my Account and received by Sundry Boats as ℔ your Invoice						
	Long Cloth 1 P^s.			8	12		
	Present given to Cooley boys as ℔ my Invoice.			—	11½		
		Cors	.P @				
	Chints ..	70	@ 36 15 ℔ Corge.	2,585	10		
	Ditto ..	10	@ 29 10¼	293	14½		
	PAINTING HIRE.						
	Battilies ..	40·14	@ 17¾ ..	757	15		
	Ditto	10	11·13¼.	118	4½		
	Ditto Lavehick .	8	6·2 ..	49	—		
	Mandill	1		6	2		
	Chints	10	@ 17·3 ..	170	13		
	Chabar boff Reshes.	2·10	@ 34·3 ..	85	7½		
	Moorees D^o.	10	@ 25·3 ..	251	14		
	Chabar boff Lavehick.	1	..	34	9		
	Longees	1		20	10		
	D^o. 2^d. Sort	1		17	8		
	D^o. 3^d. Sort	20		187	8		
	Pallempores ..	2		67	4		
	Superfine Chints ..	1		46	12		
						4,702	3 [*sic*]
	By Batty on P^s. 4702. 3 @ 10 ℔ Cent					470	3½
						5172	6½
	By Ballance due to me ..					1069	14
	Ps. ..					6242	4

Dr. Coja Meersom De Muckertoom in account with Coja Pogose deauCohick Account General Cr.

1744									
		To Ballance as ℔ Contra side without Interest	1,069	14	—	By Ballance Total due to me	1,690	14	
June	4	To the purchase of 27 Corges of Chints @ 23 ℔ Corge	621	—	—				
		Pagodas ..	1,690	14	—		1,690	14	

Fort St. George Octor 2d. 1744

E. E.

℔ Henry Deveil

Atty. for the Complaint.

23 October 1744.

THE answer of Coja Mirza de Muckertoom of Madras Merchant Defendant to the Bill of Complaint of Coja Pagose de Cauchick of the same place Merchant Complainant.

THIS Defendant saving and reserving to himself now and at all times hereafter all manner of exception to the many Errors Uncertainties untruths and Imperfections in the said Bill Contained for answer thereunto or to so much thereof as this Defendant is advised materially concerns him to make answer unto He this Defendant answereth and saith that he admits the Complainant did Employ this Defendant to provide Paintings as is set forth in the Bill of Complaint. This Defendant admits Likewise that the Complainant advanced him sev^{l}. sums of money to that End as ꝑ account hereunto annext will appear, He also saith that the Complain^{t}. sent a parcel of Cloth to him at Metchlepatam to be painted which together with the Goods this Defendant provided he Sent to the Complainant with the Account Current hereunto annext The Ballance of which acco^{t}. in the Complainants favour was Madras Pa^{s}. 207. ^{ann} 5$\frac{1}{3}$ which Ballance the Compl^{t}. requested this Defendant to write to Coja Mall to pay, as he Coja Mall was Indebted to this Defendant and to Debt his the Compl^{ts}. Account for the same, as ꝑ Translate hereunto annext marked A This Defendant Accordingly did so, as will likewise appear by another Translate marked B also hereunto annext, whereby he humbly Conceives he after such Transferr was not or is, any way answerable for the same the account thereby being Closed and approved of by the Complainant as fully appears by the said Translate marked B nor can this Defendant see and humbly hopes this Honourable Court will think so to, what the Complainant can want with this Defendants Books which are at Metchlepatam after the Closure and approval of all accounts Between them, unless it be to be Litiguous and to hurt this Defendant in his Business by obliging him to Stay here when his affairs much want his presence elsewhere.

THIS Defendant further saith that the Complainant being Informed from Persia, that Paintings would not sell there by reason of the Troubles there had been for two years, has taken the Liberty to advance many falsehoods in his Bill as, that the Paintings sent to him were bad; and that this Defendant had overcharged in the price but this Defendant declares that he did not Charge more than the real Cost Commission included This Defendant absolutely denies to have ever promised or made any agreem^{t} with the Complainant to provide paintings without Commission as is setforth in the Bill of Complainant and says that the reason the Complainant did not charge Complainant on the 2180 Pagodas worth of Goods and also two Bales of Handkerchiefs, which produced the sum of 4700 Spanish Dollars; was because of an agreement in Consideration of this Defendants sons Service to the Complainant for 3 years at his place, Manilha, and on Board of Ship, as a Writer and Purser.

THIS Defendant Intreats this Honourable Court to observe that the Ballance which the Complainant Charges on this Defendant Octr. 28. 1743 is Pagodas 1069. 14 whereas the aforesaid Letter marked B dated 21 Novr. 1743 or one month after that pretended Ballance declares it to be only Pagodas 207. $^{\text{a n}}$ 5.

AFTER this Defendants Arrival here in the month of June 1744 as both accounts Testify this Defendant purchased a parcel of Chints of the Complainant for Pag^{s}. 621 which he was to pay on demand with Interest at 6 ꝑ Cent ꝑ Ann. which the Complainant made no demand of till Sepr. 29th. when this Defend^{t}. told him that he was Going to Metchlepatam in two or three days and would pay him before he went as this Defendant can fully prove But the Compl^{t}. out of a Litiguous Temper Filed his Bill in this Honourable Court against this Defendant on the 2^{d}. of Octr. and this Defendant declares he now is and has been always ready and Willing to pay him the said sum of Pa^{s}. 621 with Interest which is the only Just demand he has on this Defendant.

All which matters and things this Defendant is ready to Averr maintain and prove as this Honourable Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained.

ROB^{T}. SLOPER
Att^{y}. for the Def^{t}.

Coja Pagose De Cauchick

Dr.

Date	Particulars				
1743					
July 11.	To Sundry Goods provided Vizt.				
	Long Cloths 1 Ps.	8	12		
	Present to Cooleys as ꝑ advice.	—	11½		
				9	7½
	Corges				
	Chints 70 @ 36.15 ꝑ Corge..	2585	10		
	Do. 10 @ 29. 6¼ ..	293	14½		
	Cashees 2.10 @ 34. 3 ..	85	7½		
	Chints 10 @ 17. ½ ..	170	13		
	Moorees Keshes 10 @ 25.3 ..	251	14		
	Chabarbor Laheeks 1 ..	34	9		
	Longees fine 1 ..	20	10		
	Do. 2d Sort 1 ..	17	½		
	Do. 3d. Sort 20 @ 9.6 ..	187	8		
	Chints Superfine 1 ..	46	12		
	Pallempores 2 @ 33.10..	67	4		
				3761	6½
	Painting hire for 42.14 Bettela Handkerchiefs @ 17.12 ꝑ Corge.	757	15		
	Do. 8 Bettela				
	Lacheeks @ 6. 2 ꝑ Corge.	49	—		
	Do. 1 Mandill ..	6	2		
	Do. 10 Jamavaurs @ 11.13 ꝑ Corge ..	117	8		
				930	9
				4701	7
	To Ballance Transferred to the Credit of Coja Malls Account			207	5
	Madras Pagodas ..			4908	12

Cr.

Date	Particulars		
1739			
11	By Ballance due to him in our last Account ..	56	—
1742			
July 13.	By Rupees 10,000 @ 357½ ꝑ 100 Pas. is ..	2800	14
Sep. 23.	By a Bill of Exchange	2000	—
1743			
Octr. 28.	By 1 Chest Ophium	51	14
	Madras Pagods. ..	4908	12

Metchlepatam

Errors Excepted

Signed in Armenian

ꝑ Meerzam De Muckertoom.

Coja Pagose de Cauchick

Dr.				Cr.			
1744				1744			
June 4th.	To Ballance due	Pagodas	621 — —	June 4	By Chints 27 Corge reced in Madras 23 ⅌ Corge ..	Pags.	621 — —

Fort St. George
Errors Excepted
Signed in Armenian
⅌ Meerzam De Muckertoo m

TRANSLATE of a Paragraph of a Letter from Coja Pagose to Coja Meerzam Muckertoom dated October the 23d. 1743.

SR.

COJA MALL told me that he owed you money, I desire you to make me Debtor for his Ballance due to you, and Write to Coja Mall to pay me, I will receive it from him.

A True Translate.

℘ THADDEUS AGA PERRY.

A.

TRANSLATE of a Paragraph of a Letter from Coja Pagose de Cauchick to Coja Meerzum de Muckertoom dated the 21st. Novr. 1743 at Madraspatnam.

To Coja Meerzam de Muckertoom.

SR.

I received your Favour dated October the 24th. on the 11th. Instant wherein you desire me to come to Metchlepatam to observe my Affairs more Clearly, than I can here, but tho' I am at this Distance, I understand what Goods Cost there particularly from others, and If you knew I was able to come, I am apt to Believe you would not request it of me, For my Part it is the same To me whether I come or not, I wrote you before that I have nothing to say concerning This affair, what is done is past, the Ballance of my Account which is to be Pags. 155. 7½ ans. and the produce of one Chest Ophium Pagodas 51. 14 ans. which amount to Madras P. 207. 5½ you Wrote that Coja Muckertoom would pay me by the hands of Coja Mall. I will receive it according to your request and am with all respect.

Your most humble Servant
PAGOSE DE CAUCHICK.

Translated from the Original
Wrote in Armenian as near as it will admit by
THADDEUS AGA PEERY.

B.

13th. Novemr. 1744.

THE REPLICATION of Coja Pagose de Cauchick Merchant of Madras Complainant to the Answer of Coja Mirza de Muckertoom of said place.

THE Said Repliant saving to himself all manner of Exception to the untruths and Insufficiencies, of the Defendants said Answer for Replication thereunto Saith, that all and singular the matters and things in the Complainants Bill contained is true, as is therein alledged, and that the Defendants said Answer, to the said Bill is very untrue Imperfect and Insufficient to be replied unto and

THIS Repliant saith that the Defendant by ommissions and over Charges in his Account, causes a great difference to arise Between the two Accounts, which this Replyant will make very Clear for the Inspection of this Honourable Court.

The Compl. by his Account demands a Ball of Currt. Ps.	..	1690
The Deft. by his Account admits of no more to be due than Ps.		621
So that the Difference to be made out is	.. ..	1069

Now this Replyant hath shewn the Difference appearing on the face of the Accounts, it will be necessary to Shew how it arises, which is through the following Omissions and Errors to this Replyants prejudice and which admitted will (by being rectified) make out the Complaints. Ballance of 1690.

No. 1. The first Omission to this Repliants prejudice is an Overcharge, he ought to give Credit for 470 Pags. a difference of 10 ℘ Ct. arising from the Badness of Cloth and painting in the Goods provided at Metchlepatam.

No. 2d. Second Article is also an Overcharge, we ought to have Credit for Back again it being Commission unjustly Charged 211 Pagodas on his Metchlepatam Goods, why no Commission is due thereon shall be shewn hereafter.

No. 3d. Third Article is an Omission of Credit which ought to be given for Pags. 84 being sundry remains of Goods left in his hands which this Repliant shall prove hereafter.

No. 4. Fourth article is giving himself Wrong Credit for the Sum of Pagodas 207, never received by this Repliant as shall be shewn.

No. 5. Fifth article is an omission of Batty to make the above Sums Current of 97 Pagodas, being 10 ₩ Cent the difference between the money here and Metchlepatam Supposing the above sums to be all made out by this Repliant.

Now this Repliant humbly begs Leave to shew Just Cause, for having the above 5 articles admitted on both sides; to the End this Repliants Ball of 1690 may be Justly made out, The first and most material Article of 470 Pagodas is a great Difference made to arise by the Defendants having in a very unfriendly manner loaded the Invoice with Exorbitant Prizes, & sent in Goods the Cloth and painting of which is worse 10 ₩ Cent then Goods of the same kind, sent from the same place to other Merchants, now here so that the Value of the Goods compared with the Prices Charged is no Less than 470 Pagodas at 10 ₩ Cent by a most friendly Calculation, tho' 20 ₩ Cent might be very Clearly made out, But that this Replyant would not Act with Rigour and Severity.

The Defendant has not Laid down so Exactly as he ought the several Prices particularly but to Screen the Extravagance of such Over Charges pretends that his Commission of 5 ₩ Cent is Blended With the Prime Cost, to Lessen the appearance of what he hath Over charged.

Upon the Defendants Arrival here, the Complainant reproached him with his ill usage, and in the most mild and Friendly manner to prevent Future Quarrells Begged he would put the Judgment of these Goods to Arbitration, or pay this Repliant 7½ ₩ Cent for his money advanced and take the Goods himself, at the rate they are Charged, which could be no request unreasonable to an honest man, but the Defendant absolutely denied both, tho' it is Impossible this Article can be made clear to this Honourable Court by any other means, than that of Referrees to inspect and Compare the said Goods with others of the like sort, overcharged by an Account under the Defendants own hand in the Armenian language annext hereunto.

No. 6. Which this Repliant prays may be also inspected and Compared with the value of the Goods and to shew that this Replyant can have no intent to be Litiguous, this Repliant will Submitt to the Report of any Cast or Nation for such Inspection provided this Repliant hath only an equal Number of the same people in our behalf, so that leaving the Decision of this article, in suspence for a further Information to be given this Honourable Court,, This Repliant therefore humbly proceeds to make out the second article of Pags. 211. This sum will be found to be Charged for Commission on the Metchlepatam Goods but Blended with the Prime Cost which this Repliant has separated by deducting 5 ₩ Cent from it, and the Commission is found to be the above 211 Pagodas which this Replyant objects to very Justly and therefore debts the Defendant that Sum back again for the following reason.

The Defendant must Either take off this 211 Pagodas Commn. or Give this Replyant Leave to Charge Commission on the two Sums of Pagodas 2180 and Dollars 4700 the produce and purchase of Goods sold at Manila, on the Defendants Account in the year 1739 which Commission will farr exceed that he now Charges, and which the Defendant Confesses in his Answer but pleads his Son Muckertoom served this Replyant that Voyage is a Writer, but to shew this Hoñble Court of what Service he could be to this Repliant, and that he was only sent with this Replyant for Instruction is plain from a Translate of Coja Narzar's Letter hereunto annext No. 4 which not only shews the Boys Incapacity of Serving but also shews he was not at that time in his Fathers power or Disposal, But bound to serve Nazar as a servant or Factor

for a certain Term of Years, So that by the Armenian Laws, the Father during that time had no property in him, but Nazar only as is plain for this Replyant during that Voyage Negotiated for & on behalf of the said Servant 1970 Pagodas Which produced in Mancala 3676 Dollars or Ps. 2450 by which the Produce of Gain was 480 Pagodas, one third of Which became the Boys Property, and two thirds the Masters which Nazar thought a very sufficient Considn. for the Young man's Service, and all this was done without Commission which this Replyant in Equity was and is still Intitled to, so that in Purchase and Sale this Replyant Negotiated for the Father and Son in one year upwards of 9740 Pags. and Yet the Defendant is so ungratefull to Charge 211 Pags. on the Metchlepatam Goods if the Defendant persists in the One, this Repliant hopes Relief for the other, and humbly Presumes the Foregoing reasons are sufficient to set aside the Defendts. Commission of 211 Pags.

The third Article of 84 Pagodas is the remains of Goods left in the Defendants hands never accounted for; but said to have been run away with by the Weavers and recovered back, as acknowledge by the Defendants own Letter hereunto annext marked No. 5 and which shews the Deficiency ordering this Replyant to receive the Amount thereof of his son Muckertoom who never paid it or accounted for it in any shape Whatsoever.

The fourth Article to be made out is Ps. 407 which the Defendant by his Account hath Erroniously carried to his Credit under a pretence that sum was either paid or accounted for by Coja Mall.

Tis true the Defendants own letter marked (B) annext to his Answer Intimates his son Muckertoom was to receive that Sum of Coja Mall, and pay it this Repliant, who hath at Sundry times by Turns applied to both, but was never paid by either, Nor was it Likely Coja Mall should pay it when he declares under his hand by No. 7 hereunto annext That he neither hath paid it nor hath any such money in his Hands of the Defts., or to that Effect, so that 'tis very plain the money is not paid, and as the Defendt .himself does not deny it is due who must be applied to for payment, but the Principal, since the Order refuses it, But the Defendant in his Answer very Modestly bids this Repliant set down with nothing, alledging he has Transferred the Debt to Coja Mall, and we must receive it of him, whether he will or not, a very hard Case and without Precedent.

What Right has the Deft. to make Coja Mall pay a debt of 207 Pags. when he declares not to have in his hands any such money, The Deft. can only pay this money once, and this Repliant desires to receive it but once, Let the Defendant prove he has once paid it, and this Repliant received it, then will this Replyant give it up, but surely no honest man, would desire a Person to give up 207 Pags. without any Consideration, & it is plain by the Letter (B) annext to the Defendants Answer, that this Repliant hath nothing to say to Coja Mall, but the Defendants Son was to be this Repliants paymaster, and not Coja Mall, and this Replyant never understood it other ways, if any Transferr was proposed by the Defendant, it was understood by this Repliant with a View of being immediately paid, which not being done the demand must in Equity rest on the Original.

The Defendant may Shift and pretend what Close of accounts he Pleases at that Distance it was not in this Repliants power to Controul him or his accounts at Metchlepatam But the Letter No. 1 hereunto annext gave him plainly to understand what he had to expect here on his Arrival, and this Honourable Court, is not to Learn that all accounts are to be rectified and liable to Inspection where any Impositions, Overcharges, or Errors can be made appear, or else every man is in the power of his distant Correspondent, These things are always excepted to both in Law and Equity and nothing but general discharges Given by each party can Totally stop the Examination into former Accounts.

The last Article to be made out is Pagodas 97 the Batty or Difference of Exchange Between Madras and Metchlepatam for as this Repliant advanced Current money must be made to good to do, which the above Sum is required to be added to the several Sums before made out, supposing them all to be Confirmed by this Honourable Court, which if admitted this Repliants Ballance, will prove as in the Account annext 1690 Pagodas.

And this Replyant doth averr that this Complaint is not founded on any new Invention or Disappointment of Sale, as this Defendant in his Answer Says Letters annext N°. 1, 2, 3 will Evidently shew that this Suit is the Result of time and the strongest provocations and 'tis plain from all that has shewn him, that this Repliant could not call him to account before, but was obliged to waite the Defendants Arrival here, with a Great deal of Impatience and Uneasiness and the more so Because this Repliants affairs called him to Persia this Year, which this Defendant knew by several Letters, and therefore retarded his coming till he could avoid it no Longer for this Replyant was determined at all events to Waite his Coming hither.

Nor can the Defendant with any Justice pretend that this Bill was Filed with any Malicious intent as he insinuates for he himself in his answer, now Given in acknowledges, he was again preparing for his Departure to Metchlepatam, in two or three days, but Promised to pay 621 Pagodas before he went, this Repliant was inclined to believe by that he Intended some Settlement of accounts before he went but seeing no proposals further of that kind, and being Informed the Defendant was hireing Cooleys for his departure, it Carried in it a very ill face, and Left this Repliant to fear another Separation, and this Repliants Affairs Calling him soon to Persia, it might be possible parties might never meet again, or at least not for many years, and 'tis purely upon this very account this Repliant stays here, the Defend^{t}. having in his Letter Annext N°. 3 promised to come in January & Explain in Particular, whatever was relating to this and the last Years Goods which was no sign of Accounts being Closed, the Def^{t}. might Close his accounts his own Way to conceal his Transactions. But that can be no Argument against this Replyants right Demand, for if the Defendants accounts are Just and Honest they will bear Inspection without Danger to him, if not it is humbly presumed Equity has a right to take place at any time.

And this Replyant saith as in and by his said Bill he hath already said and doth and will Averr and maintain all and every thing and things to be true, and certain in such manner and form as is therein and thereby Alledged and Expressed.

Henry Deveil
Attorney for the Replyant.

Translate of a Paragraph of a Letter from Pagose to Coja Mirzam de Muckertoom dated July the 22^{d}. 1743.

I received your Favour of the 7th. Instant on the 20th. with an Account of the Goods you provided for me. I have Compared them with the Goods, which Coja Abraham provided for me in your Sons presence, and I must acquaint you, that Besides the Painting there is a difference of 3 or 4 Pag^{s}. ℔ Corge in the Cloth itself, **No. 1**
at which I am very much Surprized. I have served you on several Occasions, in a friendly manner but your return is no ways answerable to it; When I received the Goods without Seeing your Acc^{t}. and saw the Coarseness of Them, I thought the price had been Considerably Less, but I now perceive the Contrary; Coja Abraham Charges 5 ℔ Cent Commission & 5 ℔ Cent for the Charges of Merchandize, which is more than the Custom of Merchants allows him; Yet for all this the Chints he provided for others Cost Madras P^{s}. 36½ ℔ Corge besides the 5 ℔ Cent Commission and 5 ℔ Cent Charges afores^{d}., Besides the badness of the Painting, I imagined your Goods would have Cost 10 ℔ Cent Less but I find to the Contrary they are 5 ℔ Cent dearer; Ajee Jaffer paid this Year 10 Pagodas ℔ Corge for painting Perances, as the Constant Price has been for these 4 years. But you charge Pag^{s}. 14. 13½ which makes a difference of 50 ℔ Cent, I am apt to Think you have made a Mistake in this Article. As I have behaved like a Friend to you, I expect The same usage from you, But if you will not Grant me this, all that you can Charge is 5 ℔ Cent Comm^{n}. without any Charges of Merchandize, If the Price be so Extravagant When can I hope to sell the Goods or what Profit can I expect from them? The Difference is no inconsiderable matter but a Large sum, if it was otherwise I should not mind it, I hope you will Write me a true Account otherwise I shall make some dispute about it. Tho' I was not at Metchlepatam yet I know particularly the Price of Goods there, of which, if you please, I shall send you an account, I hope you will send a

true Account Else I must stay here, one thing farther I desire of you is to give me 7½ ℔ Cent ℔ Annum and take the Goods yourself for which I shall think myself very much obliged to you.

TRANSLATE of a Paragraph of a Letter from Coja Pagose to Coja Mirzam de Muckertoom dated Oct[r]. the 3[d]. 1743.

SIR

No. 2. We Continue here without going to Persia, but Intend for that Kingdom in January according to your Letter be pleased to come hither in December and shew that the Goods you provided are better than others and of an higher Price.

TRANSLATE of a Paragraph of a Letter from Coja Mirzam de Muckertoom to Coja Pagose without date.

No. 3. IF the Bussanah Ship dont sail this year, I will come to you in January and explain is [*sic*] particular whatever relate to the Goods both of this and last year.

A TRUE Translate of the foregoing Paragraphs of Letters wrote in Armenian marked N°. 1. 2. 3.

℔ THADDEUS AGA PEERY.

TO COJA PAGOSE.

SIR

No. 4. I HEREBY recommend to you Muckertoom de Mirzam and Joannes de Aga Manoel to serve You. They are not fitt to buy and sell or keep Cash. In such matters they must have no dealings. I Give you a full power, and desire you to manage their affairs as your own, but pray dont Let them any money, but keep it in your own hands and bring it with you thither, & deliver it to me or my Order, In the same manner you bring your own Money from Manilha I desire you will bring this.

MADRAS — Your most humble Serv[t].

March the 26th. 1740. — NAZAR JACOB JAN.

A True Translate of the Original.

℔ THADDEUS AGA PEERY.

N°. 5.

TRANSLATE of a Paragraph of a Letter from Coja Mirzam de Muckertoom to Coja Pagose de Catcheek dated the 26th. Dec[r]. 1743.

SIR

I sent you the 23 Instant six Bales of Goods on Jevendoss boat and this day one Bale of Goods more on Gorell Balla's boat, The Painters I Employed ran away with 37 P[s]. of Handkerchiefs and 14 P[s]. of Lachecks which remained in their hands, but I have recovered them and if you please you may receive the price of them from my son Coja Muckertoom.

A true Translate of the Original.

℔ THADDEUS AGA PEERY.

N°. 7. I COJA MALL DE SAFER do hereby Declare that Meerzam de Muckertoom or his Son Muckertoom did neither of them Transferr me any money to pay Coja Pagose neither have I paid him.

FORT S[T]: GEORGE — Signed COJA MALL.

1744 NOV[R]. 2[D].

True Translate from the Original.

℔ THADDEUS AGA PERRY.

4th. Decr. 1744.

THE Rejoinder of Coja Mirza de Muckertoom to the Replycation of Coja Pagose de Cauchick.

THE said Defendant saving to himself all manner of Benefit and advantage of Exception to the untruths and insufficiencies of the said Replycation saith that the Deft[s]. said Answer is certain true and sufficient in the Law to be replied unto, and

also saith To the first Article of the Replycation that the account he sent to the Replyant and hath annexed to his answer is Just in every particular That the Replyant received and approved of that account, and accepted of the Ballance to be paid him by Coja Mall fully appears by the Translate annexed To this Defts. answer marked B. This Defendant further saith That the Replyant made several frivolous and Litiguous Complaints before the ffyling of his Bill in Answer to which this Deft. desired him to go himself to, or send, or Employ some Person at Metchlepatam, to Enquire into his Affairs more exactly as appears by the said Translate But his Acceptance of the Ballance without either going or Sending shews that he did not think it Necessary Therefore with Submission to this Honble Court what can be the end or design of opening this pretended account other than to be Litiguous and this Defendant averrs and can prove, That the Complainant made his applicã to a person of undoubted Character and repute requesting him to use his endeavour to perswade this Defendant to give him 80 or 100 Pagodas with which he would be content instead of the large Sum now Demanded of him (Exclusive of what this Defendant admitts) and that such Applycation was made and Totally rejected by this Defendant.

To the second Article concerning Commission this Defendant says that he has done no more than the Custom of Merchants allows him, For the Justice of which he referrs himself to this Honourable Court, and thought that by his Answer he had fully Obviated all objections on that Head, wherin he Declared that his Son Coja Muckertoom had served the Repliant as a Writer, & Purser for the space of 3 years which Service he averrs was worth 200 Pagodas ℔ Annum and consequently a sufficient reason why the Complainant should not Charge Commission and tho' the Repliant seems to make use of a Weak pretence in a Letter from the Late Coja Nazar, as that he was not fit to Buy or Sell or keep Cash Yet it is Humbly hoped those are no reasons why he was not able to keep Accounts which was the very End and Intent of his Employ, and the very Cause for the Complainants not Charging Commission at the End of the Manilha Voyage and this Deft. doth averr that his Son was never Bound as a Servant to Coja Nazar for any Term whatsoever, he only serving him as a Factor and could have left that Employ at pleasure without any restraint of the Armenian or other Laws and that his said Son, was sent by him this Defendant as Writer and Purser to Manilha with the Repliant at his the Repliants own Request, Coja Nazars Recommendation or Letter being wrote without this Defendants knowledge or Privity and cannot possibly bear such a Construction as the Complainant puts thereon the same as this Defendant Conceives being only meant as a Security for Nazars own money whose, in Fact that sum of 1970 Pagodas was and this Deft. further says that no Armenian can go a Supercargo to Manilha, without having or appearing to have a large concern in the Voyage, in order to Enable the Complainant to be capable of the Employ his this Defts. Concern together, with those of Johannes de Aga Manoel and Coja Petres de Gregoriaga, were Entrusted with him, all which 3 concerns were made up without Commission, and why should the two Last be better Intitled to that Benefit for the Single reason of lending a Friendly hand to enable him to undertake the Voyage, than this Defendant also Lent him his son to Assist him therein.

To the 3d. Article of 84 Pagodas This Defendant saith that the Cloth was purchased here, and sent to him to Metchlepatam to be painted, and when this Defendt. Wrote the Letter annexed to the Replycation (marked No. 5) he supposed the Repliant would go to Persia, and on that Supposition out of Friendship to him, in order that he might leave no accounts unsettled behind him, told him he might receive the price of those Goods from this Defendants said Son; But since the said Voyage was not performed No ships having gone to Persia, that Season & the Repliant having frequently desired him to send them as soon as possible as he can prove, and they now being at the Sea Gate, what can be more reasonable than that he should take them.

To the fourth article of Pagodas 207 This Defendant saith; That Coja Mall and the Replyant dwelt in the same House, that the Repliant wrote this Defendant as appears by the Letter marked A annexed to this Defendts. Answer, That as Coja

Mall had told him he was Indebted to this Defendant, this Defendant might Transferr the Ballance due to be paid by Coja Mall upon which this Defendant wrote to his Son to Order Coja Mall to pay it, and this Deft. proves by the said Letter marked B that his Son accordingly applied to Coja Mall, and can further prove that he Transferred the aforesaid Ballance in the presence of the Replyant to which Coja Mall and the Repliant both consented and as to the Certificate under Coja Malls hand it is, except that part wherein he says he has not paid the Repliant a very great untruth for that there was at the time that Tarnsferr was made the sum of 209 Madras Pagodas due from Coja Mall to this Defendant so that there is now allowing Coja Mall to be answerable to the Complainant for the 207 Pagos. still a small Ballance from Coja Mall to this Defendant.

The fifth and last article is that of 97 Pagodas Batta on a Supposition that the foregoing Articles are fully proved on the part of the Complainant. If that be all the Foundation of it This Defendant leaves it to the Judgment of this Honourable Court, whether those Articles have been fully proved or not, This Defendant humbly conceives he has herein shewn they are not and therefore no Batta can be due.

This Defendant further says that Though it may not as yet very evidently appear, the Complainant has founded his Complaint on a new Invention, as the Deft. in his answer says, Yet it is hoped this Honourable Court will think there is a great presumption for it, on perusal of the Translate of a Paragraph of a Letter hereunto annexed marked C, and he also saith, as in and by his said Answer he has already said and does and will averr and maintain all and every thing and things therein to be true and certain in such manner and form as they and every of them are therein alledged and Expressed.

Robt. Sloper
Attorney for the Defendant.

Paragraph of a Letter from Coja Pagose de Cauchick to Coja Mirzam de Muckertoom dated Madras October the 14th. 1742.

Sir

C. There is no Call in Persia for Chints for which reason my Correspondents there have wrote me not to Buy any. It is my Misfortune that things should fall out thus, when I intended to go thither after so many good years of Trade there.

Paragraph of a Letter from Coja Pagose de Cauchek to Coja Mirzam de Muckertoom dated Madras October 3d. 1743.

Sir

Coja Mall told me that he was Indebted to you. Be pleased to debt me for the Ballance of his account, and Write hither that I might receive it from him.

A True Translate of the two foregoing Paragraphs from the Original.

℘ Thaddeus Ada [*sic*] Peery.

We whose names are hereunto subscribed do hereby Certify and declare that It is the Custom among us Armenians, when a man enters in a Factorship to serve as a Factor to his Master, that a Master only can, and has power to require and Demand whatever concerns his Factor in his Transactions, and the Father of such a Factor has no right to Claim any thing or intermeddle with the Affairs that concern a Factor or his Master Dated in Fort St. George this 13th. of Decr. 1744.

Avetick De Cannahan.
Michael De Gregorio.
Joannes De Coja Maul.
Cauchick De Petrose.
Gregorio De Saffras.

A true Translate from the Original.

℘ Thaddeus Ada [*sic*] Peery.

19 March 1744

DR. COJA PAGOSE HIS ACCOUNT PARTICULARS.

	Corge	Ps.	Pags.	Anns.	Pags.	Anns.	Pags.	Anns.
LONG CLOTH	..	1	..	..	..			
with its Cost and Charges Vizt.								
The Cloth	..			..	8	12		
presented to Cooleys as ₰ advice	..			..	—	11½		
Cost of the Long Cloth ..							9	7½
CHINTS	70	—	.		..			
with its Costs and Charges Vizt.								
The Brown Cloth ₰ Corge ..	..		18	—	1260	—		
Washing	..		—	1¾	7	10½		
Stamping	..		—	13¾	57	15½		
Colours	..		13	1¼	915	7½		
Mending	..		—	2	8	12		
Washing and Chanking	..		—	8¼	36	1½		
Sea Gate Custom ..	..		1	1¼	75	7½		
Package	..		—	8¾	38	4½		
Freight to Madras ..	..		—	6	26	4		
Finishing or repairing the Stamping ..	..		—	2	8	12		
Commission and Peons.	..		2	2½	150	15		
Cost of Chints	70	@	36	15 ₰ Corge			2585	11
CHINTS	10	—	..		..			
with its Costs and Charges Vizt.								
The Brown Cloth ₰ Corge ..	..		18	—	180	—		
Washing	..		—	1¾	1	1½		
Stamping	..		—	10	6	4		
Colours	..		6	7½	64	11		
Mending	..		—	2	1	4		
Washing	..		—	8¼	5	2½		
Seagate Custom ..	..		—	11¾	7	5½		
Package	..		—	8¾	5	7½		
Freight	..		—	6	3	12		
Finishing	..		—	2	1	4		
Commission and Peons.	..		1	12¼	17	10½		
Costs of Chints	10	@	29	6¼	..		293	14½
CASHES	2	10	..		..			
with its Costs and Charges Vizt.								
Brown ₰ Corge	..		20	—	50	—		
Stamping	..		—	5½	—	13¾		
Colours	..		9	1	22	10½		
Mending	..		—	1½	—	3¾		
Knoting the Strings ..	..		—	5½	—	13¾		
Sea Gate Custom	..		1	5¾	3	6⅜		
Washing and Chanking ..	..		—	5	—	12½		
Package and Freight ..	..		—	7¼	1	2⅛		
Commission and Peons ..	..		2	3½	5	8¾		
Cost of Cashees	2	10 @	34	3	..		85	7½
CHINTS 1st. Sort	2	16	..		..		..	
Prime Cost ₰ Corge ..		..	16	8	46	3⅜	..	
Sea Gate Custom		..	—	12	2	1⅝	..	
Package		..	—	12	2	1⅝	..	
Commission and Peons ..		..	—	9	1	9⅜	..	

Brought over ..							2595	1$\frac{1}{2}$
Cost of 1st. Sort of Chints..	2	16 @	18	9	..		52	—
CHINTS 2D. Sort	7	4	..		..		..	
Bought ready Painted ..		..	14	8	104	6$\frac{7}{16}$	..	
Sea Gate Custom ..		..	—	12	5	6$\frac{7}{16}$	..	
Package		..	—	12	5	6$\frac{7}{16}$	..	
Commission and Peons ..		..	—	8	3	9$\frac{11}{16}$	..	
Cost of 2d. Sort of Chints ..	7	4@	16	8	..		118	3 [*sic*]
MOOREES KASHES	10		..				..	
With its Costs and Charges Vizt.								
Brown		..	13	7	134	6	..	
Washing			—	1	—	10	..	
Stamping		..	—	5$\frac{1}{2}$	3	7	..	
Colour		..	7	12$\frac{1}{4}$	77	10$\frac{1}{2}$	..	
Mending		..	—	1$\frac{1}{2}$	—	15	..	
Knoting		..	—	5$\frac{1}{2}$	3	7	..	
Washing and Chanking ..		..	—	4	2	8	..	
Sea Gate Custom ..		..	—	12$\frac{1}{2}$	7	13	..	
Package		..	—	7$\frac{1}{4}$	4	8$\frac{1}{2}$	..	
Commission and Peons ..		..	1	10$\frac{1}{2}$	16	9	..	
Cost of Moorees Kashes ..	10	@	25	3	—	..	251	14
CHABABORR LACHECKS ..	1		..		..		..	
With its Costs and Charges Vizt.								
Brown		..	..		19	6	..	
Stamping		..	..		—	5$\frac{1}{2}$	..	
Colour		..	..		11	$\frac{1}{2}$	..	
Mending		..	..		—	6	..	
Washing		..	..		—	2$\frac{1}{2}$	..	
Sea gate Custom		..	..		—	12$\frac{3}{4}$	..	
Package		..	..		—	3$\frac{3}{4}$	..	
Commission and Peons ..		..	..		2	4	..	
Cost of Chabarborr Lachecks	1	@	..		..		34	9
LONGES FINE	1		..		..		20	10
Do. Second Sort	1		..		..		17	$\frac{1}{2}$
Do. Third Sort	20		9	6	..		187	8
Chints Ready made Super-fine	1		..		..		46	12
PALLEMPORES	2		..		..		..	
With their Costs and Charges Vizt.								
Brown		..	17	—	34	—	..	
Washing		..	—	1$\frac{3}{4}$	—	3$\frac{1}{2}$	..	
Stamping		..	1	—	2	—	..	
Colours		..	11	1$\frac{3}{4}$	22	3$\frac{1}{2}$	..	
Mending		..	—	2	—	4	..	
Washing		..	—	8$\frac{1}{4}$	—	16$\frac{1}{2}$	..	
Custom		..	—	14$\frac{1}{4}$	1	12$\frac{1}{2}$	..	
Package		..	—	13	1	10	..	
Commission and Peons ..		..	2	1	4	2	..	
Cost of Pallempores ..	2	— @	33	10	..		67	4
PAINTING BETTEELA HAND-KERCHIEFS	42	14	..		..		..	
			Carried over		..		3431	1$\frac{1}{2}$

	Corge.	Ps.	Pags.	Anns.	Pags.	Anns.	Pags.	Anns.
	Brought over ..							
With their Costs and Charges Vizt.								
Washing			—	3	8	$\frac{1}{8}$	..	
Stamping		..	—	14	37	$5\frac{3}{4}$	—	
Colours		..	12	9	536	$6\frac{3}{4}$	..	
Mending		..	—	6	16	$\frac{3}{16}$	..	
Sea gate Custom		..	1	$4\frac{1}{2}$	54	$11\frac{3}{8}$	..	
Washing		..	—	8	21	$5\frac{5}{8}$	..	
Package		..	—	$8\frac{1}{2}$	22	$10\frac{15}{16}$	..	
Freight		..	—	5	11	$5\frac{5}{8}$	..	
Commission and Peons ..		..	1	2	48	$\frac{5}{8}$	..	
Costs of Painting Betteela Handkers.	42	14 @	17	12	...		751	15 [*sic*]
Painting Betteela Lachecks	8	— @	6	2	..		49	—
Painting Mandills ..	1	—	..		..		16	2
Painting Jamavaurs ..	10	—	..		..		..	
With its Costs and Charges Vizt.								
Washing		..	—	4	2	8	..	
Stamping		..	—	11	6	14	..	
Colours		..	7	12	77	8	..	
Mending		..	—	4	2	8	..	
Washing		..	—	$8\frac{1}{4}$	5	$2\frac{1}{2}$	..	
Custom		..	—	$15\frac{3}{4}$	9	$13\frac{1}{2}$	..	
Package		..	—	12	7	8	..	
Commission and Peons .		..	—	9	5	10	..	
Costs of Painting Jamavaurs		..	..		..		117	8
							4694	13

Robt. sloper
Atty. for the Deft.

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined in Behalf of the Complainant in a certain Cause wherein one Coja Pagose De Cauchick is Complainant and one Meerzam de Muckertoom is Defendant.

Imprimis Do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2d To Ovannes De Ser Muckerrateach, Nazar Coja Mall Tonnapa Item Did any person desire you to Inspect any Goods if yea, what person, and what Goods did you inspect do you know or was you Informed who provided such Goods.

3d. Did you observe any difference in the Goods, or their Value, if yea say, what Difference there appeared ℔ Corge and what goods appeared the best and which appeared the worst.

4th. Do you know this paper now shewn you at the time of your Examination marked HD say if you did not Sign this paper, do you know the Contents, and do you in your Conscience believe the Contents of this Paper true set forth all you know Concerning the present Dispute, all you have heard, and all you do believe with the reasons of such your Knowledge or Belief Declare.

Henry Deveil
Attorney for the Complainant.

MAYORS COURT AT MADRASPATNAM.

BETWEEN Coja Pagose de Cauchick Complain^{t}.
and
Coja Mirzam de Muckertoom Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows :—

OVANNES DE TER MUCKERRATCACH of Madras Merchant aged 51 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 12 day of December 1744 shewn at the Office of M^{r}. Robert Sloper Attorney for the Defendant by Connecapa who left a Note of the name Title and place of abode of the said Ovannees de Ter Muckerrateach and afterwards on the same day and year being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Compl^{t}. and Defendant 14 months or thereabouts.

2^{d}. To the second Interrogatory this Deponent saith that the Complainant desired him to inspect four Bales of Painted Goods, two Bales the Complainant told him was provided by one Coja Abraham and two Bales by the Defendant He further saith to the third Interrogatory that the Goods said to be Coja Abrahams were better by 4 Pagodas ⅌ Corge than the Defendants. This Deponent further saith to the fourth Interrogatory that he signed the paper shewn him now at this his Examination marked HD That he knows the Contents thereof and believe them to be true and more saith not to this or the last Interrogatory.

COJA OVANNES DE TER MUCKERRATCACH.

JOSEPH GITHIN
Exam^{r}.

NAZAR COJA MAUL of Madras Merchant aged 33 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant and hath so known them 25 years or thereabouts.

SECOND. To the Second Interrogatory this Deponent saith That the Complainant desired him to Inspect four Bales of Metchlepatam Paintings, and that he observed when the Goods were opened That two Bales had Coja Abrahams mark, and two Bales that the Defendants mark He further saith to the third Interry, That he observed a Difference in the Goodness and price of the Paintings That Coja Abrahams Goods appeared, according to the best of his Judgm^{t}. to the better by 4 Pagodas ⅌ Corge than the Defendants this Deponent further saith that he signed the paper now produced and shewn him marked HD that he knows the Contents thereof and Believes them to be true and more saith not to this or the last Interrogatory.

NAZAR COJA MAUL.

JOSEPH GITHIN
Exam^{r}.

TONNAPAH of Madras Merchant aged 40 years or thereab^{ts}. being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant ten years and the Defendant 3 months or thereabouts.

2^{d}. To the second Interry this Deponent saith that the Complainant desired him to inspect some Metchlepatam Goods provided as the Complainant Informed by Coja Abraham and the Defendant, He further saith to the third Interrory that

the Goods said to be provided by Coja Abraham, exceeded the Defend^{ts}. in Goodness and price according to the best of his Judgment about 4 Pagodas in a Corge, This Deponent further saith that he remembers the paper now produced and shewn him was read to him by the Armenians who assisted him in valuing the Goods as above, and that he then signed it as an approbation of what they read and more saith not to these or the last Interrogatory.

TONNAPAH.

JOSEPH GITHIN
Exam^{r}.

ADDITIONAL INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examined on part and Behalf of the Complainant in a certain Cause wherein one Coja Pagose de Cauchick is Complainant and one Mirzam de Muckertoom is Defendant.

IMPRIMIS Do you know the parties Complainant and Defend^{t}. in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2^{d}. To COJA GREGORIA DE SAFFRAS Item Do you [*sic*] the Defendant ever make any consesions in your hearing what offers of Accomodation or consideration was made and by whom and to whom and in whose presence Declare.

3^{d}. Item Do you know or can you say any other matter or thing that can be of Service to the Complainant in this Cause. If yea set forth the same as you know have heard or do Believe with the reasons of such your Knowledge or Belief Declare.

HENRY DEVEIL
Attorney for the Complainant.

MAYORS COURT AT MADRASPATNAM.

BETWEEN Coja Pagose de Cauchick Complainant
and
Coja Mirza de Muckertoom Defend^{t}.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

COJA GREGORIA DE SAFFRAS of Madras Merchant aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 12 day of Decem^{r}. 1744 shewn at the office of M^{r}. Robert Sloper Attorney for the Defendant by Connecapa who left a note of the name Title and place of abode of the said Coja Gregoria de Saffras and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that the Complain^{t}. and Defendant 14 years or thereabouts.

2^{d}. To the Second Interrogatory this Deponent saith that the Defendant Confessed on this Deponents asking him the reason of the Difference between him and the Complainant that the Dispute arose about the Complainants Commission, on a voyage to Manilha which he say he was ready to pay him That this Deponent informed the Complainant thereof who immediately went to the Def^{t}. what passed between them this Deponent knows not or can further say to this or the last Interrogatory.

GREGORIA DE SAFFRAS.

JOSEPH GITHIN
Exam^{r}.

ADDITIONAL INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examined on behalf of the Complainant in a certain Cause Wherein one Coja Pagose de Cauchick is Complainant and Mirzam de Muckertoom is Defendant.

IMPRIMIS Do you know the parties Complainant and Defend^t^. in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2^d^. To COJA MAUL SAPHER was you ever ordered to pay any money to Coja Pagose de Cauchick by Mirzam de Muckertoom if yea what Sum was you ordered to pay did you pay any Sum, and if not, why did you not pay it, Declare.

3^d^. Did you stand Indebted to Mirzam any Sum of money at the time he Ordered you to pay money on his account, if yea how much money did you at that time stand indebted to him Declare.

4th. Item Lastly Did you ever in your books give yourself Credit for any money paid to Pagose by order of Mirzam or did you in your books debt Meerzam for any such Sum Meerzam ordered you to pay If yea say what Sum of money and on what account.

5th. Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea set forth the same as you know have heard or do believe with the reasons of such your knowledge or Belief Declare.

HENRY DEVEIL
Att^y^. for the Compl^t^.

MAYORS COURT AT MADRASPATNAM.

BETWEEN Coja Pagose de Cauchick Compl^t^.
and
Coja Mirzam de Muckertoom Defend^t^.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in his Court as follows.

COJA MAUL SAPHER of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 13th. day of Decem^r^. 1744 shewn at the office of M^r^. Robert Sloper Attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Coja Maul Sapher and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 10 Years and the Defendant 25 years or thereabouts.

2^d^. To the second Interrogatory this Deponent saith that he never was ordered by the Defendant to pay any sum of money to the Complain^t^. That he may be Indebted to the Complainant but cannot say in what accounts being not settled neither can he further say to any particular Question Enquired off either in these or the last Interrogatory.

COJA MAUL SAPHER.

JOSEPH GITHIN
Exam^r^.

INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examined on the part of the Defendant in a Certain Cause wherein Coja Pagose de Cauchick is Complainant and Coja Mirzam de Muckertoom is Defendant.

1st. TO ALL THE WITNESSES Do you know the parties Complain^t^. and Defendant or either and which of them and how long have you known them or either of them Declare.

2d. To Coja Mall Saphier was there at any time when and by whom, Application made to you to pay any and what Sum of money for either of the Contending parties to the other and which of them, Did you or did you not undertake to pay such sum of money, if you did what might be the reason for such Undertaking, were you at that time or were you not indebted to the party for whom you undertook to pay, in any and what Sum of money, was such promise of payment accepted of and approved by the party to whom it was to be made, or was it not, to whom did you after such undertaking and acceptance deem your self Debtor for the same was there or was not any and what proposal made with regard to the manner that the same should be paid in, was such proposal or was it not approved of by the party to whom the same was to be paid, were the Terms so agreed on ever offered to be Complied with, were they Complied with, if not, your reasons why they were not Declare.

3d. To the Revd. Carripiett and Coja Sultan David Have you at any time and when had any discourse with Coja Mall Sapher Concerning the payment of any money now in dispute Between the parties Complainant and Defendant Declare.

4th. To Coja Ovan John Have you at any time and when had any discourse with the Complainant concerning the Accounts in dispute between him and the Defendant Did he make any proposals concerning the same, what were such proposals, did you make the same as required, what answer did you receive thereto, with the whole that passed thereon Declare.

5th. To Vanatick are you Servant to any person, if so, to whom, have you at any time Lately and when demanded any money relating to the matters in Question from the Defendant what was the Sum you Demanded, by what authority Did you demand the same and what Answer you received to such Demand Declare.

6th. To Don Jeronima was you or was you not at any time, when and where from and to a voyage at Sea with the Complainant and the Defendants son in what Station did the son act, was he according to the best of your Judgment capable of the Employment was he Treated and Behaved towards as a capable person Declare.

7th. To Coja Abraham Do you or do you not remember when the Paintings in dispute, between the parties Complainant and Defendant were provided, where, were they provided, and by whom, where were you at the time whether did you or the Defendant arrive there first, what Term or Space was you betwixt your arrivals, had the first that arrived there any advantage of providing Goods better or cheaper than the latter, if so, by how much as you believe Did you provide any Goods for the Complainant at the time the Defendant did, have you seen those the Defendant did provide, had the Defendant a sufficient time allowed him to provide them in, were they or were they not as good as might be reasonably expected they would Considering the time they were provided in, was there or was you not as you believe due Care taken by the Defendant in the providing of them had you or had you not, at any time when and where any Discourse with the Defendant concerning such Goods and the time he had to make them in, if so the whole thereof Declare.

8th. To Catchick De Petrus, Coja Sultan David, Alexander Jaco Jan, Tremangalum Comrapa, Tonnapa and Pelliapah, Do you understand the Goodness in a Mercantile way and method of providing painted Goods in India (if you do) Suppose a Merchant provides a Quantity of Painted Goods, and has a long time allowed him to make or provide them in; and also has the same Sort to provide for another but is Limitted to a short Time for providing or making of them Will there in probability, or will there not, be any Difference in the Goodness and Price of the Commodities, If it is Supposed there will what might be that difference according to the best of your Judgment Declare.

9th. To all the witnesses do you know or can you say any other matter or thing material for the Defendant in this Cause If so set forth the same as you know have been Informed or do believe with the reasons for such your knowledge or Belief.

Robt. Sloper

Attorney for the Defendant.

MAYORS COURT AT MADRASPATNAM.

BETWEEN Coja Catchick Complainant
and
Coja Mirzam de Muckertoom Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

COJA MAUL SAPHER of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 7th. day of March 1744/5 shewn at the office of Mr. Henry Deveil Attorney for the Complainant by Connecapa who left a Note of the name Title and place of abode of the said Coja Mall Saphir and afterwards on the same day and year being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith, that he hath known the Complainant 10 years and the Defendant 25 years or thereabouts.

2d. To the second Interrogatory this Deponent saith That there never was any Application made to him to pay any Sum of money for Either of the Contending parties to the other, neither did he ever undertake to pay any Sum of money for one of the Contending parties to the other he further saith, That he may be Indebted to the Complainant but cannot say in what Sum accounts being not yet Settled and more saith not to any particular Questions enquired off in this or the last Interrogatory.

COJA MAUL SAPHER.

JOSEPH GITHIN
Examr.

THE REVd. PADRE CARAPIETT of Madras aged 47 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant from his Infancy and the Defendant he hath known 30 years or thereabouts.

3d. To the 3d. Interry this Deponent saith that he never had any discourse with Coja Mall concerning the payment of any money now in dispute Between the parties Complainant and Defendant But at a time when this Deponent went to Visit Coja Maul Saphir on account of his Indisposition he found the Defendant in Company with him and both in a dispute, the Substance of which to the best of this Deponents remembrance was as follows; The Deft. asked Coja Maul how he could sign a Certificate, the purport thereof this Deponent knows not, That Coja Maul replied he signed it Because he thought it was Just, The Deft. then asked Coja Maul if he had offered any paintings to the Complt. he replied he did, but the Defendant refused to take them, The Defendant further adding that the Complainant had Wrote to him to receive a Ballance due to him on accounts between them of Coja Maul and that he had Consented thereto in a Letter back to the Complainant as also had wrote to his Son thereof, asked Coja Maul if the Complainant had applied to him for any paintings on that account Coja Mall replied he never did Neither did the Defts. son ever make any mention thereof to him whereon the Defendant required on what account he offered the paintings to the Complainant Coja Maul answered that he should reserve his reasons for so doing to himself, and more saith not to this or the last Interrogatory.

PADRE CARAPIET.

JOSEPH GITHIN
Examr.

COJA OVANES JOHN of Madras Merchant aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1. To the first Interry this Deponent saith that he hath known the Complainant 20 years and the Defendant six years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he had a discourse with the Complainant concerning accounts in dispute between him and the Defendant at the Complainants house about the month of May last, when the Complainant desired this Deponent to use his endeavour to make up the affair Between him and the Defendant without going to Court whereupon this Deponent required the amount of the difference between them, The Complainant answered an 100 Ps. the Dept. then asked if an 100 Ps. would content him on account of the painted goods and the Manilha affair too, The Complainant replied he should be thoroughly satisfied with that as also should be Obliged to this Deponent if he could make it up so, This Deponent further saith that he made the Complainants proposals to the Defendant who said he had drawn up the account Between them and that he did not find he owed the Complainant anything on Ballance This Deponent then asked the Defendant if he was not Indebted on account of the Manilha affair The Defendant replied he did not know that he was and doubted not but the Complainant would have made this Demand before if there had been ought due on that Account and more saith not to this or the last Interrogatory.

Ovan John.

Joseph Githin
Examr.

Vanatick of Madras Dubash to the Complainant aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 4 years and the Defendant 7 years or thereabouts.

5th. To the 5th. Interry this Deponent saith that he is Servant to the Complainant and that he did lately by his masters Order demand money of the Defendant, but cannot say the amount of the Sum, as also at the same time demanded the Metchlepatam account that the Defendant answered he would settle accounts and clear off before he went to Metchlepatam and more saith not to this or the last Interrogatory.

Vanatick.

Joseph Githin
Examr.

Don Jeronimo of Madras Merchant aged 55 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith, That he hath known the Complt. 7 years and the Defendant 5 years or thereabouts.

6th. To the 6th. Interrogatory this Deponent saith, that he was about 5 or 6 years past a Voyage to Manilha with the Complainant and the Defts. Son but knows not in what Station the Son acted, That he, also two other Armenians appeared to be subservient to the Complainant, but cannot further say in regard to the Defendants Sons capacity or the Complainants Treatment of him having never Concerned himself with their affairs And more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that to the best of his remembrance he has heard say that the Defts. Son was Concerned wth. the Complainant in Trade and more saith not.

Joseph Githin
Examr.

Jeronimo De Ita.

Catchick de Petrus of Madras Merchant aged 80 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complainant and Defendant 10 years or thereabouts.

8th. To the 8th. Interry this Deponent saith, that he understands the goodness and method of providing painted Goods in India and saith that it is to be supposed, when a Merchant has a long time allowed him to provide a large Quantity of painted Goods for one man & is Limitted to a short time by another to provide the same sort, there will be a difference in the goodness and Price of the Commodities but he cannot Judge what that difference may be it being precarious and depending on the Capacity of the Buyer and more saith not to this or the last Interry.

Catchick.

Joseph Githin
Examr.

Alexander Jaco Jan of Madras Merchant aged 34 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant in this Cause and hath so known them 15 years or thereabouts.

8th. To the 8th. Interrogatory this Deponent saith that he understands the goodness in a mercantile way and method of providing painted Goods in India and that when a merchant has a long time allowed him to provide a Quantity of painted goods he certainly has the advantage of buying his goods better and Cheaper than when he is Limitted to a short time but cannot say by how much and more saith not to this or the last Interrogatory.

Alexander Joco Jan.

Joseph Githin
Examr.

Tremongalum Comorapah of Madras Merchant aged 57 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath seen the parties Complainant and Defendant but hath no certain knowledge of either.

8th. To the 8th. Interry this Deponent saith that he understands the goodness and method of providing painted goods in India, and that it is to be supposed there will be a Difference in the goodness and Price of the Commodities, when a merchant has a long time allowed him to provide a quantity of Paintings for one Man, and is Limitted to a short time to provide the same Sort for another, but this Deponent Cannot say what may be that Difference it depending Entirely on Fortune and more saith not to this or the last Interrogatory.

Joseph Githin
Examr.

Tremangalum Comorapah.

Polliapah of Madras Merchant aged 55 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 2 years and the Defendant 6 Months or thereabouts.

8th. To the 8th. Interry this Deponent saith that he understands the goodness and method of providing painted goods in India and that it is to be supposed there will be a Difference in the Goodness and price of the Commodities when a Merchant has a Long time allowed him to provide a quantity of Paintings for one Man & is Limitted to a short time to provide the same sort for another. This Dept. cannot say what might be that difference it depending Entirely on fortune and more saith not to this or the last Interrogatory.

POLLIAPAH.

JOSEPH GITHIN
Examr.

TONAPAH of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant 3 months or thereabouts.

8th. To the 8th. Interry this Deponent saith that he understands the Goodness & method of providing Painted Goods in India He further saith that it is a precarious Trade and that there may and there may not be a Difference in regard to time as knowing merchants have purchased as Good Commodities and at as a Cheap a rate when Limitted to a short time as when they have had a long time allowed them and more saith not to this or the last Interrogatory.

TONNAPAH.

JOSEPH GITHIN
Examr.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 11th. day of June Anno Domini 1745.

Between Coja Pagose Armenian of Madras Merchant Complainant
and
Coja Mirza de Muckertoom of the same place also Merchant Defendant

THIS CAUSE coming on this day to be Heard and debated before this Court, in the presence of the Complainant, and the Attorneys on both sides On hearing the Complainants Bill, with an Account Current thereto annext, The Defendts. answer with an account Current and Translates of two Paragraphs of Letters from the Complainant thereto annext, the Replication with six Translates of Letters and of a Declaration of Coja Mall and an account thereto annext, The Rejoinder with two Translates of Paragraphs of the Plaintiffs Letters to the Defendant thereto annext, Translate of a Declaration of Coja Avicteek de Canaan and others on the behalf of the Complainant, an account particulars delivered into Court by the Defendant, also the Proofs taken in this Cause read and on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon This Court doth therefore think fit to order and Decree & doth accordingly order and Decree, That the Defendant do deliver up unto the Complainant the 37 pieces of Handkerchiefs and 14 pieces of Lachecks, mentd. in the pleadings in this Cause, and said in the Defendants Rejoinder to be now remaining in the Godowns at the Sea Gate, and also that the Defendant do pay unto the Complainant the full and Just Sum of 207 5/16 Madras Pags. and 621 Pags. Currt. of Madras, so much appearing to be due to the Complainant for Ballance from the Defendant together with such Interest after the rate of 8 ꝑ Cent ꝑ Annum as now is or shall hereafter become due thereon until full payment is made, and that the Complaint. do pay the Costs of this Suit.

ꝑ CUR
NOAH CASAMAJOR
Regr.

12TH. MARCH 1744.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your orator Kircake Grecian Merchant at present residing in Madras eldest son of and Attorney for Sabelles Perew Inhabitant of Allvaaintookore near Constantinople That one Simon Mucker also Grecian Merchant late of Madras but deceased, did borrow and receive of your Orators said Father and principal at two sev^{l}. times two sums of money consisting of Lyon Dollars or Arssellannies 360 which sum in Rupees at the exchange of 126 for 100 Arssellannies amounts to AR^{s}. 4561 and is in Pagodas at the present Exchange of 335 AR^{s}. ꝑ 100 P^{s}. 1377 Pag^{s}. 35 f^{s}. as ꝑ the account hereunto annext will fully appear and your Orator further shews the said money was lent the deceased at two sev^{l}. times at an Interest of 8½ ꝑ Cent ꝑ Ann. which Interest was to be added to the Principal at the end of each year until the whole sho^{d}. be paid and as Security for the said money the dec̃ed gave your orators said ffather two Notes or obligations the first bearing date at Sellomno the 7 May 1730 and the 2^{d}. at Constantinople the 3^{d}. Novr. in the same year as ꝑ two sev^{l}. Translates hereunto annext will more fully appear both of which are Translated under Oath made before the Worshipfull Willm. Young Esqr. Mayor of Calcutta and attested under the seal of that Corporation, and your orator further shews that he being a Stranger thought it Convenient to prove his power of Attorney by the oaths of two Witnesses attested by the said William Young Esqr. one of whom was present at the Loan of the first 2000 Arssellanies and became a Witness to the Bond.

Your orator further shews that the great distance he is at from his native land, the Witnesses to the Bonds dispersed in several parts of the world, and the Bonds being of some years standing, renders it almost Impossible to do more than to prove the deceaseds hand Writing which sev^{l}. persons in this place are very well acquainted with, but the strongest proof in your orators favour is an Entry made in the deceased's own Writing in his own books now in the hands of the Rev^{d}. Father Severin dated 15th. Octr. 1743 signed by himself some short time before his death the Exact Words of which, your orator cannot rehearse, but the substance thereof as near as possible from those who have read and Interpreted the same to the Rev^{d}. Father Severin who refuses to lett your orator see it personally are to this Effect Viz^{t}.

'I Simons Nichols declare these my Words are true that I took up and received of Bassava Sevolle Pereu money on two Bonds one for 2000 Arssallanaes and one for 620 Principal to pay every year Interest on Interest Till the Whole was repaid and thinking that I may dye to morrow make my Son in Law Argureemy Attorney & Give him full power In Trust to my Estate and he must pay Sevolle the principal Sum of 3260 Arsellances with Interest from the hour I took the money, till the hour it is repaid him Interest on Interest without deducting a Cash, and he must not stay till it is Demanded but pay it before if he disobey me in this he will answer it before God Signed Nichola Mucho I also Declare I have summ'd up the account of 13 years Interest which is, being Interest on Interest to which I add three years to come being in all 16 years Interest which with the Principal Sums borrowed and making the Interest princ^{l}. at the End of each year makes [*lacuna*] Entred in the year 1743 : 15 of Oct^{r}.

Your Orator further Informs this Honourable Court that though he hath forgot the sev^{l}. sums yet they are fully mentioned in the dec̃eds books, which with the other Credentials are all the proofs the nature of his Case will admitt off, and supposing his Time fully made out the party in Trust may plead that the Time is not Elapsed for rendering an account of the Deceaseds Estate to which your orator begs Leave to say that the present Complaint is not preferred in an Expectancy of an immediate payment, but purely meant to Clear and memorialize his Title to Enter his Claim in due time and Challenge any pretence which may be untimely urged when peradventure he may be absent, and not in a Capacity of supporting his right, as being a merchant residing in a distant Country, and compelled by his Occupation to seek

his bread in divers parts of the World, where his Trade and Interest, calls him, nor is possible he can Continue here in expence and Suspence so long as the deceaseds Executors may Enlarge their demand of further time for rendering an account to this Honourable Court of the Deceaseds Effects now in the Reverend Father Severins Possession.

To the end therefore that the said Revd. Father Severin or any other to whom the said Trust may hereafter devolve may upon his or their Corporal Oath true and perfect answer make to all and every the matters aforesaid as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and Interrogated and that he may be Decreed to pay your orator his Principal and Interest or shew sufficient Cause if he can, why the same should not be paid or that he or any other Person interested in the Deceaseds Estate may admitt your Orators Demand or produce all Writings Bonds, Bills &c that any ways relate thereto and parlarly prays an order of this Honourable to have the Books of the deceased lodged with the Register till your Orator can regularly Translate the aforesaid Paragraph or any other therein Incerted to his Benefit, and that the Revd. Father Severin or any other person In Trust for the Deceased's Estate or any part thereof may further set forth and say if he or they know ought of the Deceaseds Seal or Seals one or more and what is become of the same, and if in being, that every Seal of the deceased in his or their Custody or power be shewn and Compared with the Bonds now under Suit in presense of this Honourable Court or that your orator may obtain an Interlocutory order or Decree to attach the said monies in the hands of the Reverend Father Severin or in the hands of any other person to whom the said Trust shall hereafter devolve and that your orator may have such other General Relief in the premisses as may be agreeable to Equity and good Conscience.

HENRY DEVEIL
Attorney for the Complainant.

COPY of the 1st. Bond made at a place called Sellemno dated the 7th. day of May 1730.

ACCORDING to this my Present Writing I Nircolou Mucher, do confess to have No. 1.
Borrowed and received of Bassau Savolle the full and Just Sum of 2000 Arsellannies Current money of Sellemno paid me in new Zelottas, which Sum I promise to pay with Interest at 8½ ℘ Cent which Interest amounts to 170 Arsellannies ℘ Ann (170) for Security of which I have hereunto set my hand and seal in the presence of sevl. Responsible Merchants dated in Sellemno 7 May 1730.

SIMONES NICCOLOU MUCHO.

Registred in Book. H. H. Folo. 126.
℘
WM. WESTON
Regr. of the Mayors Court of Calcutta.

WITNESS

Coja Athanas Saveajoghie.
Constanteno del padre Attanass.
Coja Kerreake Niccolow.
Coja de Amendoss.

WM. WESTON
Regr.

(L. S.)

A Copy of the second Bond made at Constantinople dated the 3 day of Novr. 1730.

No. 2. According to this my present Writing I Niccolow Mucho, do Confess to have borrowed and received of Bassau Savolle the full & just Sum of 1620 Arsellanies, which sum I promise to pay at the fair of Sollemno with the Interest due thereon the said above mentioned money I acknowledge to have been paid me in New Zellottas for which I have given this obligation unto which I have set my hand and seal in Constantinople the 3^d^. day of Novr. 1730.

Simoanes Nicolow Mucho.
Reg^d^. in Book H. H. fo. 126.

Witnessed by the under responsible Merchant.

Wm. Weston
Reg^r^. of the Mayors Court of Calcutta.

Coja Kerreakes Niccolow
Wm. Weston
Reg^r^.
(L. S.)

Calcutta 27th. Decem^r^. 1744.

No. 3. This day appeared before me M^r^. Theodorous Foresty and declared on the Holy Evangelist that the Annexed Translations of the Orig^l^. Letter of Att^y^. of Savolles Pereu and of this first Bond of Simons Nicolou Mucho dated the 7th. May at Sellemno 1730 & of the second Bond of Simons Nicolou Mucho dated at Constantinople the 3^d^. Novr. 1730 are true and Just Translations and agree Exactly with the Originals to the best of his knowledge and belief.

Wm. Young
Mayor.

Calcutta 27th. Decem^r^. 1744.

No. 4. This day appeared before me Demetrius de Costa and Caja Athenas, who declared on the Holy Evangelist that they were well acquainted with the hand Writing of Savolles Pereu and that to the Best of their knowledge and belief the Signeture of the Letter of Attorney of Savolles Pereu to which this is annexed, is the very hand Writing of him Savolles Pereu.

Wm. Young
Mayor.

Copy of a Power of Attorney Translated from the Greek Language.

No. 5. Know all men by these presents that I Savalles Pereu Have made ordained Constituted and appointed & by these presents Do make ordain Constitute and appoint Kireake my Eldest son to be my true and Lawfull Attorney for me & in my Name to ask Demand and receive of Simones Nicolou Mucho the sum of money which is due to Me by the said Nicolou Mucho's two Bonds wrote with his own hands one being for 2000 Arsellannies or Lyon Dollars, and the other for 1620 Arsellanies or Lyon Dollars both sums amount^g^. to the sum of 3620 Arsellanies or Lyon Dollars as he the said Nicolou Mucho has been so long a time absent, and not paying me; obliged to send my son and Attorney, to seek for him in India where he is at present, to demand the above ment^d^. money with the Interest that may be due thereon according to his Bonds one dated the 7 May and other 3 Novr. 1730 both being on

the same year and as the said Simon Nicolou Mucho has not paid me the above mentioned sum of 3620 Arsellannies or Lyon Doll^{rs}. with the Interest thereon in the place where he borrowed, and as he wrote me sev^{l}. times he would, but never did for which reason I give full power to my Son and Att^{y}. Kireake to sue and demand of the above ment^{d}. Nicolou Mucho the above Sum of 3620 Arsell^{s}. or Lyon Dollars with the Interest due thereon & my said Son and Attorneys Charges that he has been at on his Long Voyage to India to seek after him & do Confirm this by setting my hand & seal before the under written.

SAVALLES PEREU. (S P)

WITNESSES and Confirmed by the Archbishop of Tornou named Anthen Row.

Alliflercos Armasses, Jonanas Padra.
Athanasseas Theodorow.
Christos Sawolle.
Georgeous Sawolle.
Georgeous Theodrow, Slavrass Chresoscholou.
Johnches Phalcoa.

W^{M}. WESTON
Reg^{r}.

(L. S.)

Lapresent est Interpretee mot par mot dell orriginal Gree in Engloises avec toute la fidelte, sur quoi Jayme Suis Susignez et Jay Confirme par mon Jurament.

THEOD^{W}. FORESTY.

Registered in Book H. H. Fol^{o}. 125.

W^{M}. WESTON
Reg^{r}. of the Mayors Court of Calcutta.

THE ANSWER of F. Severin Executor of the Last Will and Testament of Simon Nicolas Mucho late of Madras Merchant deceased, to the Bill of Complaint of Kircake Grecian Eldest Son of and Attorney for Savalles Pereu Inhabitant of Allvaintokoore near Constantinople.

THIS Defendant saving and reserving to himself all manner of Benefit and advantage of Exception to the many Errors and Imperfections in the said Bill contained for answer thereunto or unto so much as this Defendant is advised materially to make answer unto He this Defend^{t}. answereth and saith.

THAT he believes it may be true that the Deceased Simon Nicolas Mucho might have Borrowed of the Complainants Father the sums set forth in the Complainants Bill, and that the Translate of the Bond annext thereto, may be true, and that what the Complainant relates of the Writing in the Deceaseds Mucho's Books, Concerning the present demand may be also true, which books and other papers of the Deceased, as also his Seal are now in this Defendants Custody, as Executor of the Deceased Mucho, and ready to be produced when this Honourable Court shall please so to order.

This Defendant begs leave to Inform this Honourable Court with the reasons why he did not think it Safe for him as Executor to the deceased Mucho to comply with the Complainants demands of paying the Bonds under Suit. First This Defendant doth not know but there may be other Demands of the same nature on the Deceaseds Estate which cannot yet have been made because of the distance of the place where they have been Contracted, and that a Sufficient time ought to be allowed

for the said Demands to be Legally made on this Defendant as Executor of the Deceaseds Will, to which End this Defendant has given due Notice of his Death to the Heir in the said Will named, and who this Defendant has been Informed is said to be coming from Turky to these parts, so that it would not be reasonable for this Defendant as Executor, to pay any one person in prejudice of another, who may have as Legal a Demand on the Deceaseds Estate.

SECONDLY this Defendant was Informed by a person (of the same Nation as the Deceased Mucho) now residing in this place that one of the Complainants Brothers had formerly Stolen the very two original Bonds or obligations of the Deceased Mucho (which are now sued for by the Plaintiff) out of his Father Savolles Perew's house, and that the said Savelles Perews thereupon, wrote a Letter to the said Mucho not to pay the said Bonds, which Letter of the said Savolles Perew, is now among the papers of the said Muchu in this Defendants Custody, a Translate whereof is hereunto annext, and in the opinion of this Defendant The Complainants Father was very remiss in not obtaining a Certificate under the hand of his Britannick Majesties Minister at the Ports, Certifying that he the Plaintiff is Son to the said Savolles Perew, which would have obviated any Difficulty that might have arisen on this head for if one Son stole the Bonds, another may very well Counterfeit his Fathers Sign and Seal. But this Defendant in no wise hereby Charges the Complainant with so doing and only offers this Reflection in Consequence of the before mentioned Letter from Savolles Perew Concerning the Bonds taken by his other Son.

THIRDLY this Defendant begs leave to observe that the Translators of the Article relating to this debt said to be wrote in the Deceased Books are persons, seemingly in the Interest of the Complainant, and ought to be under oath, before any Credit should be given to such Translation and

LASTLY this Defendant does not think himself Empowered to pay a demand of this nature, contracted in a Distant Country, without the Sanction of a Decree of this Honourable Court, especially as no mention is made in the Deceaseds Will of any debts that he owed, nor has this Defendant yet Collected in all the Debts owing to the said Estate and this Defendant is ready to abide by any order or Decree of this Hoñble Court in relation to the present demand.

All which matters and things this Defendant humbly offers to the Consideration of this Honourable Court and prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained.

ROBT. SLOPER
Atty. for the Defendant.

TRANSLATION of a Paragraph of a Letter from Savales Perew ffather of the Plt. wrote in 1740 to the deced Simon Nichs. Mucho he tells him Vizt. That if his Son, Cristo by name should come to him, with his nephew whose name is Thomas, with his two Bonds, you are not to pay them, because my said Son Cristo stole them from me, when I was in the Country at a place called Braxwo.

23 July 1745.

THE Replycation of Kercake Grecian Eldest Son of and Attorney for Savalles Perew Inhabitant of Allvaintokoore to the answer of F. Severin Executor to the last Will and Testament of Simons Nichs. Mucho Deceased.

THE SAID REPLIANT saying and reserving to himself all and all manner of Exception to Incertainties untruths and Insufficiencys of the said Answer for Replycation threunto saith that all and singular the matters and things in this Replyants Bill contained are true, as the same are therein alledged and expressed that the answer thereto is very untrue Imperfect and Insufficient in the Law to be replied unto And this Repliant further Saith.

That the Defendants reasons for not paying the now demand may be very good, and this Defendant doth Confess a Limitted time is always allowed for Demands to be made upon the deceaseds Estate, but then publick Notice ought to be given to that Intent, which this Repliant desired the Defendant to apply for, but he refused so to do, which obliged this Replyant to Enter his Claim now, or be subject to a great Loss of time.

The Defendants surmize about Counterfeiting the Principals hand, is very hard, and it is humbly hoped, that if two men are Brothers, both may not turn out alike, for this Replyant doth admit his Brother did convey away the said Bonds now under Suit, from the Family, with a large sum of money, which was afterwards retaken by this Repliants pursuit after his said Brother, and this Repliant is Justly empowered to receive the same as ⅌ Translate of a Letter bearing date 23 of January 1743 Translated from the Deceaseds Letters and which with the other papers hereunto annext will manifest this Repliants Title from No. 1 to 4 to which for Brevitys sake this Replyant most humbly referrs, the originals being all found in the Defendants Custody and Translated from thence & which was sufficient to set aside, the Defendants Surmizes.

But this Replyant humbly begs Leave to offer the following matter to the Consideration of this Honourable Court, to which this Repliant in all things admitt, Whether this Repliant upon due proofs may not be paid his present demand, upon giving Good Security and Bond of Indemnification in case of Dormant Debt arise-ing hereafter or if not this Repliant prays a fixt time for receiving the said money and that the same may be attached or Lodged in the Cash of this Honourable Court till the time of payment and that this Honourable Court will grant an Interlocutory Order to that purpose; this Repliant also in a particular manner prays, that the Custom of this Repliants Cast may be considered by this Honourable Court, on account of Interest allowed by the Deceaseds in his Books as ⅌ the sev[l]. Translates annext will appear to be Confirmed by himself. All which matters and things this Repliant humbly submitts to the Judgment of this Honourable Court and in General prays as in and by his said Bill is already prayed.

Henry Deveil
Attorney for the Replyant.

The money that I received of Bassa Sanly at Selemma amounts to 3500 Cruz which at 8 ⅌ Cent ⅌ Annum make 280 Cruz Interest, which were to be paid in 1730 from which time till this day that I write this in Macao 12 years are Elapsed. I write this in 1742 to Compute What I am indebted reckoning Interest upon Interest.

1730	280	—			
1731	302	48			
	———		In 1734 Bassa Sauly received of Cagik Kiriaki 970.		
	582	—			
1732 the Interest amounted to				916	—
				280	—
				73	32
				———	
1733 amounts to				1269	—
1734				280	—
				110	—
				———	
				1659	—
				413	—
				———	

1735	2072	—	
1736 made	2518	—	
1737 made	2999	—	
1738 made	3520	—	
1739 made	4001	—	
1740 made	4601	—	
1741 made	5249	—	
1742 made	5949	—	
1743 made it	6705	—	
1744 made it	7521	—	
1745 made it	8367	—	
1746 made it	9316	40	
1747 made it	10342	—	
1748 made it	11430	—	Interest upon Interest
The Principal was	3500	—	amounted to 11430
	14930	—	

Translated from a Portuguese Translation of an Extract from the Deceased Mucho's Books.

Noah Casamajor.

I Simon Nicholas Mucho Write these words in Madras the 15th. Octr. 1743 that I am indebted to Bassa Sauly 3500 Cruz Zellattas of our Country, for which I gave two Bonds, one for 2000 Cruz the other for 1500 Cruz at 8 ⅌ Cent ⅌ Annum which was paid me at Selemia in the Month of May 1730, but I dont remember the day of this money Kagi Kiriaki repaid Bassi Sauli and his Son Kirichy 970 Arsellanies, a little more or less, I dont remember how much it was Exactly that my Brother wrote me; To make out the Account of Bassa Saulys money from the time I took it until the time it must be repaid him the Interest of each year must be added to it, The Interest of the 7 Bags of money amounts to 280 Arsellannies as I have a sufficient Fortune if my money gets safe to my native Country. If Bassa Sauly is alive, or if he be dead, his Children are his Heirs, I hereby recommend you to God, Arrieri my Son in Law and Constitute you my Attorney to pay this money; the principal with Interest upon Interest for the years that are past, until the very day of payment before they shall demand it of you; and further you are to make an account of the 970 Arsellannies that Cogi Kirraki paid Bassa Sauly and his Son, and deduct the amount of it.

Simiones Wrote this and Consented Bassa Saulys Money, with compound Interest thereon for 10 years makes, according to the account I have stated 7553 Arselanies, I now add 3 years which are past, and it will at least require the space of 3 other years before it can be paid which, makes 6 years, those six years make Arsellannies &c.

Until the day that I write this it is 13 years and makes Arsellanies 9522 the Principal and Interest amounts to so much for the 13 years that I have had the money. I add 3 other years to it, which make 16 years Bassa Saulys money The Principal with Interest upon Interest 12115 Arsellanies.

Translated from a Portuguese Translate taken from an Extract of out of the Deceased Muchu's Books.

⅌

Noah Casamajor.

This is in the first place to enquire after your health, and secondly to acquaint you that I have been a long time expectg. your coming or that you would my money, but you have done neither, wherefore as I cannot go in person, I have sent your two Bonds by my Son Kirichy and have given him a power of Attorney, Witnessed by the under written persons, to receive my money with the Interest due on it, for the 13 years, that are past seem to me an age, and its very hard that my Heart must be made Sorrowful in my old age, but who can recall what is past, However upon Kirichys arrival with Gods Favour, as you are an old Merchant see that you give me satisfaction, because I have suffered many Losses in my Old age, and my only hope is in this; and I desire you to pay Kirichy what's due to me without delay, that he may not be retarded in his Return to me because God only knows what is to happen.

I wrote you formerly, if you have received my letter, that the two Bonds were Lost, but I have recovered them again and given them to Kirichy to Igo and make an End of it and when he has received the money he may do what he thinks proper.

Sauly Piro.

Athanasius Theodore Son in Law to Sauly Piro Witnessed this. Kristo Son to Bassa Sauly Witnessed. George Son to Bassa Sauly wrote & Witnessed this the 23d. January 1743.

Translated from a Portuguese Translate of an Extract of the original Letter.

Noah Casamajor.

This is to acquaint you that we are arrived at Constantinople, and that we expect Janchi in 10 or 15 days he being arrived We met our Nephew Kirichy at Constantinople, who is getting ready to go to you, his Father sends your two Bonds by him, which he has given him for his Fortune, and he will give his other Sons neat money, He has given those Bonds to Kirichy with a power of attorney, which We have Signed, Which power of Attorney, he carrys to you and when you have it pay him his money, with what is due on it, you are to keep 420 Cruz, I say 420 which was paid for Kiriachi, as to the 500 Cruz that he received of me when he married his Daughter Bassa Sauly has wrote me that he will pay me here as he had given the Bonds to Kirichy for his Inheritance, Wherefore I desire you when Kiriachi arrives, that you will give him good Assistance as he is a Stranger and our Nephew, What can I say more Brother who art in India, but that I Live in hope that We shall meet again.

Kagi Kiriaki

17 March 1743. Legitimate Brother to Nicholas Muchu.

Translated from a Portuguese Translate of an Extract of the Original Letter.

℘ Noah Casamajor.

Rejoinder General.

Between Kircake Son to and Attorney of Savelles Peru Complainant.

and

Father Severin Executor of the Last Will and Testament of Simon Nicholas Muchu deceased Defendant.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

IN Pursuance of an Order of Referrence made in this Cause on the 4th. day of this Instant I have Stated an account of What is due to the Plaintiff from the Estate of Simon Nicholas Muchu Deceased and do find that there is due to the Complainant the Sum of 10887 Cruz and 71282 Decl. parts which at 3 Cruz for 4 Zelottas and 96 Arcott Rupees ℔ 100 Zelottas make 13884 Arcot Rupees 9 pice as will appear by the Account Current hereto annext, All which I humbly Certify to this Honourable Court Witness my hand in Fort St. George, this 11th. day of June Anno Domini 1745.

NOAH CASAMAJOR.

THE ESTATE OF SIMON NICHOLAS MUCHO DECED IN ACCO^{T}. WITH KIRCAKE SON TO AND ATTORNEY OF SAVOLLES PERU.

Dr.				Cr.			
To the amount of the Deceased Muchus two Bonds as made up by himself in his Books as ℔ Translate annext to the Plain^{s}. Replycation N°. 1 Cruz 11867 at 3 Cruz ℔ 4 Zelottas, make Zelottas 15822. 66666 decl^{s}. & 96 Arcot Rupees ℔ 100 Zelottas make Arcot Rupees	15189	12	2	By the Amount of 420 Crus to be deducted as ℔ Translate annext to the Pl^{ts}. Replyc̃a. N°. 4. from the year 1734 to the present year allowing the same Increase thereon as in the Debit side amo^{t}. to Crus 979. 28718 Decl^{s}. at 3 Crus ℔ 4 Zelottas and 96 Arcot Rupees ℔ 100 Zelottas make Arcot Rupees ...	1305	11	5
				By Ballance due to Kircake Arcot Rupees ...	13884	—	9
					15189	12	2

ERRORS EXCEPTED

FORT S^{T}. GEORGE 11TH. JUNE 1745.

℔ NOAH CASAMAJOR.

Mayors Court at
Madraspatnam.

Tuesday the 11th. day of June Anno Domini 1745 Between Kircake Son to and Attorney of Savolles Perew of Allvaintookoore near Constantinople of Madras Complainant,

and

Father Severin (Executor of the last Will and Testamt. of Simon Nicholas Muchu (late of Madras Merchant deceased) of the same place Defendant.

This Cause coming on this day to be heard and debated before this Court in the presence of the parties and their Attorneys on both sides, on hearing the Complainants Bill with Translates of 2 Bonds of Simon Nicholas Muchu decd one dated the 7th. May 1730 for 2000 Arsellanics the others 3d. Novr. 1730 for 1620 Arsellanies, two Certificates under the hands of Wm. Young Esqr. Mayor of Calcutta, and Translate of a power of attorney from Savolles Perew to the Plaintiff thereto annext, The Defendants answer with Translate of a Paragraph of a Letter from Savolles Perew to the deceased Muchu thereunto annext, The Replycation with Translates of two Articles out of the deceased Muchus Books, and of two Letters to him thereto annext, The Rejoinder an order made in this Cause on the 4th. Instant, and the Registers Report with an account Current in pursuance thereof, Read and on Examination of the matters in this Cause, what was alledged on either side and due Consideration had thereon, This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of 13884 Arcot Rupees and 9 Pice so much appearing to be due to the Complainant from the Estate of Simon Nichs. Muchu deceased, according to the before mentioned Report and Account, and also that the Costs of this Suit be paid by the Defendant out of the Deceased Muchu's Estate, The Complainant having given Security in the aforesd. Sum to refund in proportion in Case of any Dormant debt on the aforesaid Estate until the 15th. Sepr. which will be in the year of our Lord 1746.

₰ Noah Casamajor.

4th. June 1745.

To the Honourable The Mayors Court at Madraspatnam.

Humbly Complaining sheweth to this Honourable Court your orator Coja Muckertoom Armenian Merchant Factor, agent, and younger Brother to one Coja Baboozon, at present residing at Bengal That on the 21 January 1744 your orator did sell and dispose of Sundry Goods to a Mallabar Merchant Inhabitant of this place at two months Trust, by name Vekepoorum [*sic*] Venkia and your orator did take his Note or obligation the above date for the sum of 464. 22. 40 and which note or obligation is drawn in the name of your orators said Elder Brother, for whom your orator is the acting person your orator also shews that the said Venkepoorum Venkia did also take up of your orator a further quantity of Bengal Taffetys to the amount of 89. 9 fanams for which Sum he also gave your orator one other note or obligation bearing date the 8th. of June 1744 which is also drawn in your orators said Elder Brothers name payable in two months from their several Debts and which two Sums added together makes 553. 31. 40 Currt. of Madras which in Sterling money of Great Britain allowing 8s ₰ Pagoda amounts to £.221 : 4s. 0d or thereabouts and your orator shews he has frequently in the most Friendly manner requested payment of your orators said money and Interest due thereon, But now so it is may it please this Honourable Court the said Venkepoorum Venkia absolutely refuses to give your orator the least Satisfaction in the premises.

To the End therefore that the said Venkepoorum Venkia may upon his Corporal Oath true and perfect answer make to all and every the matters aforesaid as fully

truly and Effectually to all Intents and purposes as if the same was here again repeated and Interrogated and be Decreed to pay your orator his principal and Interest due and that the Orator may have such other relief in the premisses as may be agreeable to Equity and good Conscience.

HENRY DEVEIL
Attorney for the Complainant.

8th. June 1744.

I VENKEPOORUM VENCATIAH do hereby acknowledge to be Indebted to Coja Babazoon in the Sum of 89. 9 fanams on account of a parcell of Bengal Tuffatys bought of him which Sum I hereby promise to discharge in two months from the date hereof and on default of such payment the said Sum is to run at Interest at 9 ℔ Cent and become payable on Demand.

VENKEPOORUM VENCATIAH.

WITNESS
Gundaveddee Subiah.
Perraseram Moodu Kistna.
drawn by Vellana Cunnia Sheveramiah.

Translated from a paper Writing said to be the Original.

JOSEPH GITHIN
Examr.

21st. June 1744.

I VENKEPOORUM VENCATIAH do hereby acknowledge to be Indebted to Coja Babazoon in the Sum of 464. 22. 40 on account of Goods bought of him which Sum I here promise to pay in two months from the date hereof and on Default of such payment the said Sum is to run at Interest at 9 ℔ Cent and become payable on demand.

VENKEPOORUM VENCATIAH.

WITNESS
Gundaveddee Subiah.
Perraseram Moodu Kistna.
drawn by Vellana Cunnia Sheveramiah.

Translated from a paper Writing said to be the Original.

JOSEPH GITHIN
Examr.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 2d. day of July Anno Domini 1745.
Between Coja Muckertoom Brother and agent to Coja Baboozon of Madras Merchant Complainant.
and
Venkepoorum Venkatiah of the same place also Merchant Defendant.

ON READING the Complainants Bill with Translates of two paper bonds under the Defendants hand one dated the 8th. June 1744 for Pags. 89. 9 the other dated the 21 June 1744 for Ps. 464. 22. 40 thereto annext. The Defendant appeared in Court and acknowledged the Execution of the said Bonds and the Justness of the Complainants Demand. on due Consideration had, this Court doth therefore think

fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and Just sum of 553. 31. 40 Curr^{t}. of Madras being the principal money of the two before mentioned Bonds, together with such Interest after the rate of 8 ℘ Cent ℘ annum as now is or shall hereafter become due thereon, until full payment is made and also the Costs of this Suit.

℘ Cur

Noah Casamajor

Reg^{r}.

18th. June 1745.

To the Honourable the Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your orator Attaputta Comrapah Merchant Inhabitant of Madras That one Cambalinga Chitty also Inhabitant of this place did apply to your orator for the Loan of a Sum of money at whose request your orator did advance and lend to the said Cambalinga Chitty the full and just sum of 169. 20. 56 which in Sterling money of Great Britain accounting each Pagoda at the rate of 8^{s} amounts to 67^{lb}. 16^{s}. 6^{d} or thereabouts to secure the repayment of which the said Cambalinga Chitty did sign and give to your orator one Cadjan Note or Writing bearing date in Madras the 30th. day of March which was in the year of our Lord 1744/5 thereby promising to pay your orator on demand the before recited Sum with Interest thereon at the rate of 9 ℘ Cent ℘ ann̄ and your orator shews that he has requested of the said Cambalinga Chitty sundry times in the most friendly manner to discharge his said obligation to your orator. But now so it is the said Cambalinga refuses to give your orator any Satisfaction in the premisses. To the end therefore that the said Cambalinga Chitty may upon his Corporal oath true and perfect answer make to all and singular the matters and things aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be decreed to pay your orator the principal and Interest due on the said Obligation and that your orator may have such further & other relief in the premes as shall be agreeable to Equity and Good Conscience.

Robt. Sloper

Attorney for the Complainant.

30th. March 1745 Madraspatnam.

I Combalinga Chitty Son of Pyrrhisude Chitty do hereby acknowledge to have Borrowed and received of Attaputtee Comrapah Chitty the sum of 169. 20. 56 which Sum I promise to pay on Demand with Interest at 9 ℘ Cent.

Combalingum.

Witness

Tommoota Nina Chitty.

Normacorra Vencata Chitty.

drawn by Moorigopilla.

Translated from a Cadjan said to be the Original.

Joseph Githin

Exam^{r}

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 2d. day of July Anno Dmi 1745.
Between Attaputtee Comrapah of Madras Merchant Complainant.
and
Combalinga Chitty of the same place Inhabitant Defendant.

ON HEARING the Complainants Bill with Translate of a Cadjan Bond under the Defendants hand dated the 30 March 1745 for Pags. 169. 20. 56 thereto annext, the Defendant being in Court acknowledged the Execution thereof and the Justness of the Complainants demand on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of Ps. 169. 20. 56. Current of Madras togr. with such Interest after the rate of 8 ℘ Cent ℘ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

℘ CUR
NOAH CASAMAJOR
Regr.

21st. May 1745.

TO THE HONBLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your orator Cuddalore Venciah Braminy of Madras that Cashua Chitty Audeapa being in want of money did request your orator to procure him 400 Pags. for 8 Months on a Mortgage, whereupon your orator applied himself to Mylapore Comrapah desiring him to personate the Lender of that Sum to the said Audeapah and take Securities for it in his name and your orator would furnish him with money to lend, Comrapah agreed so to do, your orator then gave him the money and he Comrapah carried it to Audeapah who for Securing the Repayment of that Sum gave Comrapah a Bond payable in 8 months from its date which was on the 3d. day of February 1733/4 as will appear ℘ Translate of said Bond for this Honourable Courts Inspection hereunto annexed to which your orator most humbly referrs and prays the same may be admitted as part of this your orators Bill of Complaint the original being now in your orators Custody and ready to be produced as this Honourable Court shall please to Direct And your Orator shews further unto this Honourable Court that in and by the said Bond it is Stipulated and will appear that Audeapah did mortgage unto Mylapore Comrapah one house situate in the Black Town which house being the property of the Peddanaigue had before been Mortgaged by him to Cashua Chitty Audeapah which house the said Comrapah was posses rent Free and in Consideration thereof no Interest was to be paid by the said Cashua Chitty Audeapah, now your orator shews further unto this Honourable Court that notwithstanding the Tenour of the Bond aforesaid and that your orator was is in possession of the Title Deeds of the said Mortgaged premisses yet Cashua Chitty Audeapah kept Possession of and occupied the mortgaged premisses himself Wherefore your Orator humbly Conceives he is Intitled to demand Interest which your orator prays may be allowed him from the day of the date of the aforementioned Bond until the day the whole debt shall be discharged and Your Orator further shews that tho' the before mentioned Bond is drawn in the name of Mylapore Comrapah the property thereof rests solely in your orator and your orator further shews unto this Honourable Court that since the before mentioned Transactions happened Cashua Chitty Audeapah before mentioned has departed this life leaving behind him an Estate sufficient to pay your orator with a Considerable Overplus which Estate is in the possession of

the following persons Viz^t. Bookangee Cossidoss, Trivati Sashachelum, Ragoor Veeragua Chitty, Narlum Jaggoo who are appointed Trustees of whom your orator hath often in Amicable manner demanded payment of the above recited Sum with Interest.

But now so it is May it please this Hoñble Court the said Trustees refuse to give your Orator any manner of Satisfaction your orator therefore prays the said Trustees may be Compelled to pay your Orators Demand and that your Orator may have a General Relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience.

William Dumbleton
Att^y. for the Compl^t.

3^d. February 1743/4 Madraspatnam.

I Cassuva Chitty Adiapah do hereby acknowledged to have borrowed and received of Mile Comorapa Moodelare the sum of 400 P^s. Curr^t. of Madras for Securing the repayment of which Sum in 8 months from the date hereof I remortgage Moocundaraiens house Mortgaged to me by Peddanaigue and on default of paym^t. at the time above Limitted the said Comropah is to have the use of the said house in Consideration of Interest till the debt is discharged.

Cassuva Chitty Adipa.

Witness

Viriche Comorapa Moodelare.
Ambala Tada Chitty.
drawn by Munnella Chinnatomby.
Translated from a Cadjan s^d. to be the original.

Joseph Githin
Exam^r.

Mayors Court at Madraspatnam.

Tuesday the 2^d. day of July Anno Dm̃i 1745.

Between Cuddalore Venciah of Madras Braminy Complainant

and

Bookangee Cossadoss, Trevati Sasaschelum Ragoore Veeragua Chitty and Narlum Jaggoo Trustees to the Estate of Cashua Chitty Audeapa decẽd of the same place Merch^ts. Defend^ts.

On hearing the Compl^ts. Bill with Translate of a Cadjan Mortgage Bond dated the 3^d. February 1743/4 under the hand of Casuva Chitty Adipa for Pag^s. 400 thereto annext read, and it appearing to this Court that the Defendants have been served with the Regular process to answer the Complainants Bill but wilfully and obstinately refusing so to do, On due Consideration had This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Complainant the full and just sum of 400 Pag^s. Current of Madras being the principal money of the prementioned Mortgage Bond, together with such Interest after the rate of 8 ℘ Cent ℘ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in default of payment at or before 21 days from the date hereof that the Mortgaged premisses be sold & the money arising from such Sale paid unto the Complainant in and towards the discharge of his said Debt and Costs.

℘ Cur
Noah Casamajor
Reg^r.

31st. May 1745.

To the Honourable The Mayors Court at Madraspatnam.

Humbly complaining Sheweth unto this Honourable Court your Orator Mylapore Comrapah of Madras Merchant Inhabitant having had Sundry Dealings with one Peryanah also of the place aforesaid Merchant He the said Peryanah having Occasion for a Sum of money did apply himself to your Orator requesting the Loan thereof Whereupon your orator did advance and Lend him the said Peryanah the full and just sum of (P. 40) Current money of Madras which in Sterling money of Great Britain accounting each Pagoda, 8s amounts to (£16) or thereabouts for securing the Repayment of which he the said Peryanah did make Sign and Give unto your orator one Cadjan Note Bond or Writing Obligatory bearing date in Fort St. George June the 20th. which was in the year of our Lord 1744 as will appear ⅌ Translate of said Bond for the Inspection of this Honourable Court hereunto annext to which your orator most humbly referrs & prays the same may be admitted as part of this your orators Bill of Complaint, the Original being in your Orators Custody ready to be produced as this Honourable Court shall please to direct, and your Orator further shews that he has often in the most amicable manner demanded payment of the before mentioned Sum with Interest accrewing thereon.

But now so it is May it please this Honourable Court the said Peryana Wilfully and obstinately refuses to give your orator any manner of Satisfaction your Orator therefore prays a Genl. relief touching the premisses such as to this Honble Court shall appear agreeable to Equity and good Conscience.

To the End therefore that the said Peryanah, may upon his Corporal Oath true and perfect answer make to all and singular the matters and things herein before alledged and set forth as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your orator his full Principal with such Interest as now is or shall hereafter become due thereon until full payment be made and also that your orator shall be Decreed to receive from the said Peryanah all such Costs and Charges as have arisen or shall hereafter arise in Consequence of this Suit.

William Dumbleton
Attorney for the Complainant.

20th. June 1744 Madraspatnam.

I Perianah son of Vokapa Moodelare do hereby acknowledge to have Borrowed and received of Mile Comorapa Moodelare the Sum of 40 Ps. Currt. of Madras which Sum I promise to pay on Demand with Interest at 9 ⅌ Cent.

Perianah.

Witness

Trevenbalum Pandarum.

Sadasheven.

drawn by Vicunda Vauteer.

Translated from a Cadjan said to be the Original.

Joseph Githin
Examr.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 2^{d}. day of June Anno Domini 1745 Between Mylapore Comrapah of Madras, Merchant Complainant
and
Peryanah of the same place also Merchant Defendant.

ON HEARING the Complainants Bill with Translate of a Cadjan Bond under the Def^{ts}. hand dated the 20 June 1744 for Pag^{s}. 40 thereto annext read, The Def^{t}. appeared in Court and acknowledged the Execution of the afs^{d}. Bond, and it appearing to this Court that the Defendant hath been served with the Regular process to answer the Com̃plts Bill but Wilfully and obstinately refusing so to do, on due Consideration had, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree, that the Defendant do pay unto the Compl^{t}. the full and Just Sum of 40 Pag^{s}. Current of Madras, being the principal money of the before mentioned Bond together with such Interest after the rate of 8 ⅌ Cent ⅌ Anñ as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit, The Complainant having made Oath to the truth of his Demand.

⅌ CUR
NOAH CASAMAJOR
Reg^{r}.

10 May 1743.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your orator Tomby Chitty Merchant of Madras was in the year 1724 applied to by one Hyeronimo Monteiro also then residing within the place aforesaid who requested your Orator to lend him a Sum of money at Respondentia whereupon your Orator advanced and lent him the said Hyeronimo Monteiro the full and Just Sum of 650 Pag^{s}. at one time and 100 Pag^{s}. more on the same day which two Sums were to run at Respondentia upon the Ship Arcot from this Port of Madras to that of Manilha and back again to this Port after the rate of 21 ⅌ Cent premium for the Voyage Provided the said Voyage should be accomplished within the usual Term or one year But if the Remittance of your Orators Respondentia should be delayed longer than that Term than your orator should receive 10 ⅌ Cent Interest for all the time above that Term till the day of payment and further that in Case of non payment by the said Hyeronimo Monteiro then one Estra Gregoria Inhabitant of this place would discharge it for him which she obliged herself to perform by two Bonds bearing date July the 19th. in the year above mentioned Translates of which Bonds for the Inspection of this Honourable Court are hereunto annext to which your Orator most humbly referrs and prays the same may be admitted as part of your Orators Bill and your Orator further shews it is now near 18 years since the said Obligations were Entred into by the said Hyeronimo Monteiro and Estra Gregoria so that your orators Principal Premium and Interest at 8 ⅌ Cent thereon is now amounted to Pa^{s}. 2211. 25. 31. which in Sterling money of Great Britain accounting each Pag^{s}. 8^{s} amounts to ^{lb}884. 13^{s}. or thereabouts yet for all the debt has been so long standing the said Estra Gregoria Pereira and Fransisco Pereira her husband because the said Hyeronimo Monteiro is not on the Spot absolutely refuse to pay your Orators Demand tho' they have both been Jointly and Separately requested in the most amicable manner so to do Your Orator therefore prays a General relief touching the Premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience.

To the end therefore that the said Fransisco Pereira and Estra Gregoria Periara's his Wife may upon their Corporal Oaths true and perfect answer Jointly or Separately make to all and singular the matters and things herein before alledged

and set forth as fully truly and Effectually to all intents and purposes as if the same were here again repeated and Interrogated and that they may particularly set forth and say whether your Orator hath not often in the most amicable manner Demanded payment if yea shew their reasons why they did not comply with the said Demand and that they be Decreed to pay your Orator the full and just Sum of 2211. 25. 31 due as ₰ Account Current hereunto annexed to which your orator most humbly referrs and prays the same may be admitted as part of your Orators Bill.

William Dumbleton
Attorney for the Complainant.

I Hyeronimo Monterio of Madras Inhabitant do hereby acknow͂l. to have taken up and received from the hands of Tomby Chitty 650 Pag[s]. Curr[t]. money of Madras to run at Respondentia upon Ship Arcot (Whereof SeBastian Teixeira de Britto is Commander) from this Port to that of Manilha after the rate of 21 ₰ Cent and the residue to be returned on the said Ship or on any other I shall come upon; and in Case I should Winter there I shall remitt the risque ₰ Sure hands, but if the Ship should Winter there, I shall pay 10 ₰ Cent Land Interest as Customary, or as others voyaging thither shall pay it, and on my Arrival after 21 days I shall pay the Principal and Respondentia, but in Case of non payment Senhora Estra Gregoria shall be obliged to give full Satisfaction Dated in Madras this 19th. day of July 1724.

Signed Hyeronimo Monteiro
Estra Gregoria.

Witness

Lourenso V: Buijtendijck

William Dumbleton
Att[y]. for the Obligee.

I Hyeronimo Monteiro of Madras Inhabitant do hereby acknowledge to have taken up and received from the hands of Tomby Chitty 100 Pag[s]. Current money of Madras, to run at Respondentia upon Ship Arcot (whereof SeBastian Teixeira de Britto is Commander) from this port to that of Manilha, after the rate of 24 ₰ Cent and the risque to be returned on the said Ship, or on any other I shall come upon, and in Case I shall Winter there I shall remitt the risque ₰ Surchand but if the Ship should Winter I shall pay 10 ₰ Cent Land Interest as Customary, or as others Voyaging thither shall pay it; and on my arrival after 21 days I shall pay the Principal and Respondentia, but in Case of non payment Senhora Estra Gregoria shall be obliged to give full Satisfaction Dated in Madras this 19th. day of July 1724.

Signed Hyeronimo Monteiro.
Estra Gregoria.

Witness

Joam de Almeida de Amaral.

Lourenso V. Buijtendijck.

William Dumbleton
Attorney for the Obligee.

SENHORA ESTRA GREGORIA SECURITY FOR RESPONDENTIA MONEY LENT HYERONIMO MONTEIRO TO MANILHA

Dr.							Cr.			
1742 July 9	To Hyeronimo Monteiros 2 Respondentia Bonds on Ship Arcot to Manilha Vizt. One Bond for Principal .. 650 — — Prem. 21 ₰ Ct. 136 18 — P. 786 18 — One Bond for Principal .. 100 — — Premium .. 24 — — P. 124 — — P. 910 18 —				1743 May 31	By Ballance	2211	25	31
	To Interest Computed on Ps. 910. 18. from 19 July 1725 to 31st. May 1743 is 17. 10. 11 (ys. ms. ds.) at 8 ₰ Cent ₰ Ann.	1301	7	31					
	Pagodas	2211	25	31		Pagodas ..	2211	25	31

FORT ST. GEORGE 31ST. MAY 1743
ERRORS EXCEPTED

₰ TOMBY CHITTY.
WILLIAM DUMBLETON
Atty. for the Creditor.

26th. July 1743.

THE ANSWER of Estra Gregoria of Madras Femme Covert, to the Bill of Complaint of Tomby Chitty of the said place Merchant Complainant.

THIS DEFENDANT saving and reserving to herself all manner of Benefit and advantage of Exception to the manifold Errors and Insufficiencys in the Complainants Bill contained for Answer thereunto or to so much thereof as this Defendant is advised, materially Concerns her to make Answer unto, She this Defendant answereth and saith.

THAT this Defendant Believes there is such Bonds in the Complaints. Custody as set forth by the Complainants said Bill of Complaint and upon such Terms as is therein mentioned But this Defendant thinks she is very unkindly Treated by the Defendant for the several reasons hereafter set forth, and hopes this Honourable Court will Assist the Weakness of this Defendants Ignorance in all such matters wherein the Consideration of this Honourable Court can relieve this Defendant under the present Hard Case.

FIRST This Defendant humbly Conceives it is very unfair of the Complainant, to have been silent in his present demand now near 18 or 19 years this Defendant having been so long in this place unmolested on this account, and the said Bonds never demanded of this Defendant or her husband, through which means this Defendt. is liable to be distressed and ruined Whereas had any timely notice being given, this Defendant hath had it several times in her power to have attached Effects off, or got Security from the person for whom this Defendant is said to be answerable.

Secondly Why should this Defendant be torn to pieces and utterly ruined for a Debt this Defendant never Contracted nor received any Profit by, when the person who is really answerable is very able to pay at Manilha and has in this place a Wife and Family in a very Flourishing Condition and possessed of Houses and Valueable Effects, why should not the Wife of him who gave the Bonds under Suit be as Lyable to this Demand as this Defendant Since marriage in Equity can be no more her protection then it is this Defendants.

THIRDLY This Defendant humbly Conceives the Complainant ought in Conscience and Equity to have made his first Demand of the principal, and have given this Deft. some account of his Denial as a Warning, whereby this Defendant would have many years since attached the said money by some means or other, through which default of the Complainants This Defendant is a Sufferer by the Complainants account Several 100 Pags. arising from a 10 ℔ Cent Interest which could not have happned had the principal been paid so many years ago, and which this Defendant would have certainly discharged upon any timely Notice by way of a Demand.

FOURTHLY and Lastly this Defendant humbly prays for a short time to be allowed her to the Intent she may Write to and receive an answer from Manilha the Complainant having surprized this Defendant with an unexpected Demand, on another persons account of many years Standing, and which till now was never Laid to this Defendants Charge, tho' this Defendant has had several accounts of and Concerns under and with the Complainant of respondentia Bonds, and otherways yet on the return of such Bonds to this place accounts have been several times Ballanced, Disputes and Suits at Law have arose, and nothing ever mentioned of the present Demand or included in any account to the Complainants Credit with this Defendant.

All which matters and things this Defendant is ready to averr maintain and prove as this Honourable Court shall direct and humbly prays to be hence dismissed with her reasonable Costs in this behalf most Wrongfully sustained.

HENRY DEVEIL
Attorney for the Defendant

2d. Augt. 1743.

THE Replycation of Tomby Chitty of Madras Merchant Complainant to the Answer of Coja Estra Gregoria Perreira of the same place Defendant.

THIS Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the said answer for Replycation thereunto saith that all and singular the matters and things in this Repliants Bill are certain True as they and every of them are therein alledged and Expressed and that the Defendants Answer to the said Bill is very untrue Imperfect and Insufficient in the Law to be replied unto and this Replyant further saith.

That this Replyant is surprized at the Confidence of the Defendant in asserting this Replyant hath not for 18 or 19 years past made any Demand of the money now sued for for this Replyant doth averr he hath himself in person gone several times to the house of the Defendant in the Chepauk and made demand of the money now sued for and this Replyant doth averr he hath sent many times Servants to make demand of the money now sued for, from the Defendant in Madras and hath often sent Servants and Letters to the Defendant when in the Country Demanding of the Defendant a part of the Debt if it did not Suit her Conveniency to pay the whole nay what is particularly worthy notice is about 13 years past, this Replyant pressed the Defendant for payment of the money now sued for at which time the Defendant desired this Replyant to have patience till she could Write to and receive an answer from Manilha which this Repliant Complied with and the Defendant either did or made this Repliant believe she did Write to Manilha on account of the money now demanded and the said Defendant pretended to receive answer from Manilha that the money should be remitted next Season this pretence prevailed on this Defendt. to have patience till next Season and such like Excuses made this Defendant yet wait another season, But the 3d. year being Elapsed and no money come this Replyant told the now Defendant he would be Trifled with no longer, and if the whole or part of this Repliants demand was not forthwith paid he would have recourse to Law for the Recovery of it at this Threat the now Defendant at that time seem'd Terrified and finding the Old Story of Writing to Manilha was worn thread bear, and would not pass any more on this Replyant she now pretends she Expects large sums of money out of the Inland Countrys and prays this Repliant to Grant her a months space to write to and receive answer from the Country this request the Complyant replied with and the month being expired this Replyt. again sent to Demand his money but instead of receiving that, received news that the now Defendant was gone up the Country, this was the Defendants ungratefull Return for the 4 or 5 years Indulgence this Repliant Granted her, yet notwithstanding this Repliant has had all this Trouble to recover his just due the Deft. Exclaims in her answer against this Replyant for taking Legal measures to obtain his Right in short this Replyant doth averr there has not for the 13 Last Years one past without Demand having been made either by Letter Messenger or in person by this Replyant.

All which matters and things this Replyant is ready to averr maintain and prove and humbly prays as in and by his said Bill he has already prayed.

WILLIAM DUMBLETON
Atty. for the Replyant.

23d. August 1743.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

THE REJOINDER of Estra Gregoria to the Replycation of Tomby Chitty of Madras Complainant.

THIS Defendant saving and reserving to herself all manner of Benefit and advantage of Exception to the manifold Errors incertainties untruths and Insufficiencies of the said Replycation Saith that her answer is certain True and sufficient in the Law to be replied unto and this Defendant further saith.

That the Complainant never made any demand of this Defendant for the Contents of the Bonds now under suit till but a short time ago when the Complainant made this Defendant a Visit, and bringing with him the said Bonds desired this Defend^t to lend him 500 Pag^s. upon the said Bonds, But this Defendant not then having money could not comply with the Complainants request But directed the Complainant with the said Bonds to the house of Hyeronimo Monteiro, and with him sent one of this Defendants Servants at the Repliants request.

This Defendant further saith that the said Hyeronimo Monteiro is both able (and as this Def^t. bel^s.) willing to discharge the said Bonds upon applyca being made to him and this Def^t. begs the Notice of this Hoñble Court to observe that she has received no Consid^n. for Signing the said Bonds But only acted for both parties as a Mediator and Friend for both parties, The profit of the Lender and Borrower was wholly Intended to be their own and after all this Defendant has great reason to believe the said money is actually paid in part or the whole for the Complainant has sent over sev^l. Letters of Attorney to Demand and recover the same the last of which as this Defendant believes was in the year 1739 an attested Copy of which is hereunto annext as taken from the Portugueze Notary Publick by whom all matters of this kind is Transacted for persons who belong to this Defendants Church, So that in short the Complainant is using his Methods with the principal at Manilha for payment of this money, and at the same time is Distressing this Defendant here and how hard must this Defendants Case be if the money should be paid in Manilha, while this Defendants ruin at stake, By an unnecessary Suit here Commenced for powers of Attorneyship being remitted, there is also a Court of Judicature as well as here for the Recovery of the Debts.

Wherefore this Defendant hopes this Honourable Court will suspend the Judgment of this Honourable Court till such methods may be taken for Information on the foregoing allegations as this Honourable Court shall seem meet.

And this Defendant saith as in and by her said Answer she hath already said &c.

Henry Deveil
Attorney for the Defendant.

Declaro eu Simão Boutett ter Recebido das Mãos de Tamby Chitty Coatro treslados dos Conhecim Vs. que Hyeronimo Monteiro the passau por varias Contia de Dinheiro que elle tomou a Responder para Manilha Como Se segue.

Hũ Treslado de Coatro Centos pagodas to Mados em 29 de Julho de 1724 a 20 ₰ Cento Principal	400	—	—
Hũ Treslado de Seis Centos e Sinceenta pg^s. to Mados em 30 de Julho de 1724 a 21 ₰ Cento Princ^l.	650	—	—
Hũ Treslado de Cem pag^s. to mados em 30 de Julho de 1724 @ 24 ₰ Cento princ	100	—	—
Hũ Treslado de Vinte Serico pag^s. to mados om 31 de Julho de 1724 a 20 ₰ Cento princ	25	—	—
Pagodes ...	1175	—	—

A Sobre dita Contia Levandome Deos a Salvamento a Cidade de Manilha fico de Cobra em Vertude da Carta de procuracao 9 p^a. este effecto Leoo, Coma Sua Respondencia eganhos retartados, ₰ Melhor forma que puder Ser, em Cobrando fico de Frazer aymportancia da Cobranca em Minha Comp^a. no barco em que vier embarcado por Conta e Risco do dito Tamby Chitty, Nao Vendo prom etc a Remeter no primeiro barco que Sahir desse porto. em falla desce p^ls. barco de Pondichery Rebaixando Catorre ₰ C^to. da Commissao que me a bona odito Tamby Chitty Madrasp^m. 27 de Julho de 1739.

Eu Tabeliao & Escrivao publico das Catholicos Romanos Nesta Cidade, as petitorio de Str^a^. Estra Gregoria Revendo Omeu Cartorio a Chey Oburrão declaracaõ que passou simaõ Boulett a Tamby Chitty Cuga Copia he atras escrita do verbo adoerbum, em fe do que me a Siney Madrasp^m^. 26 de Agosto 1743.

Fr. co. De Sqra. Peixoto.
Escrivãs publico.

Interrogatories to be delivered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein one Tomby Chitty is Complt. and one Estra Gregoria is Defendant.

To all the Witnesses Imprimis do you know the parties Complainant and Defendant or either of them and how long have you known them or either of them and which of them Declare.

2d. To Aundiapah Item Was you ever sent by one of the Contending parties to the other if yea, which of them sent you to the other, on what account was you sent, what passed between you and the person to whom you were sent, was you ever sent more than once, Set forth how long it may be ago that you were sent Declare.

3d. To Conasava Chitty and Moodu Rangapa Chitty Item Were you ever sent by one of the Contending parties to the other if yea, say how many times you went, how long ago each time may be, and what passed between you and the person to whom you were sent was you ever in Company with any other person at the house of the Defendant If yea What passed Declare.

4th. To all the Witnesses Item Do you know any other matter or thing material for the Complainant If yea set forth the same as you know have heard or do believe with the reasons of or such your Knowledge or Belief Declare.

William Dumbleton
Attorney for the Complainant.

Mayors Court at
Madraspatnam.

Between Tomby Chitty Complainant
and
Estra Gregoria Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Aundeapah of Madras Servant to the Complainant aged 47 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 7th. day of October 1744 shewn at the office of Mr. Henry Deveil Attorney for the Defendant by Connecapa who left a note of the name Title and place of abode of the said Aundeapah and afterwards on the same day being Sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant in this Cause and hath so known them 30 years or thereabouts.

2d. To the second Interrogatory this Deponent saith that the Complaint. sent him to the Defendant about 17 years ago to Demand payment of her, of Hyeronimo Monteiro's Bond for the which she was Bound when the Defendant entreated this Deponent to advise the Complainant to make Don Hyeronimo (who was then going to Manilha) his Attorney, and provided payment was not made to him there, she would satisfy the Complaint. on his return He furtr saith that he hath since made

several Demands thereof but was as often answered that payment was not due from her till Hyeronimo Monteiro was arrived here and had faultered in payment 21 days after his Arrival and more saith not to this or the last Interry.

AUNDEAPAH.

JOSEPH GITHIN
*Exam*r.

CONSARA CHITTY of Madras Merchant aged 80 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

To the first Interry this Deponent saith that he hath known the Complt. 32 years and the Defendant 22 years or thereabouts.

3d. To the third Interrogatory this Deponent saith that he was sent by the Complainant to the Complainant [*sic*] three times to demand the Contents of a Bond given by Heironimo Monteiro for the payment of which she was bound the first time which is about 18 or 19 years as also the second time about 11 years ago the Defendant answered that she would write to Hyeronimo Monteiro about it, and that she would see him satisfied and the last time, which is 3 or 4 years past or thereabouts, the Complainants Brother being with him the Defendant answered she would talk with the Complt. and further saith not to this or the last Interrogatory.

CONSAVA.

JOSEPH GITHIN
*Exam*r.

MOODU RANGAPA CHITTY of Madras Merchant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complt. 20 years and the Defendant he hath known 15 years or thereabouts.

3d. To the third Interry this Deponent saith that he was sent by the Complainant to the Defendant once which is about 5 or 6 yeo [*sic*] past when this Deponent demanded payment of her (by the Complainants order) of Hyeronimo Monteiro's Bond, the Defendant answered she did not think she was obliged the said but on default of payment 21 days after his arrival here which this Deponent told to the Complainant who went back with him to the Defendant and read over the Bond to her, the Defendant then answered that she would write herself to Hyero Monteiro as would also beg the favour of the Bishop at St. Thoma and Mr. Lewis Medeira to write to him on her behalf and desired the Complainant to send a Letter of Attorney by some body he replied that he had sent two or 3 but to no purpose and therefore insisted on payment from her, and more saith not to this or the last Interrogatory.

MOODU RANGAPA.

JOSEPH GITHIN
*Exam*r.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 24th. day of January Anno Domini 1743. Between Tomby Chitty of Madras Merchant Complainant.

and

Estra Gregoria Perreira of the same place Inhabitant Defendant.

THIS CAUSE coming on this day to be heard and debated before this Court in presence of the Defendant and his Attorney and the Defendants Attorney, on hearing the Complainants Bill, with Translates of two Respondentia Bonds dated the 19 July 1724 for Pags. 650 the other for Pagodas 100 under the hands of Hyeronimo Monteiro and the Deft. also an account Current thereto annext, The Defendants Answer, the Replycation, the Rejoinder, and a Certificate under the hand of Fransisco Piexto in the Portuguese Tongue thereunto annext also the Proofs taken in this Cause on the part of the Complainant (the Deft. not having produced any read [*sic*]) Read. And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Deft. do pay unto the Complainant the full and Just sum of Ps. 2211. 25. 31 Current of Madras being the Ballance of the before mentioned account, and also the Costs of this Suit and it is further ordered on the motion of the Defendants Attorney that the before mentioned sum of Ps. 2211. 25. 31 be Deposited by the Defendant in this Court, and not paid unto the Complaint. until the first day of May next Ensuing by which time tis presumed the Deft. may hear from Manilha Concerning the two before mentd. Bonds.

₩ CUR
NOAH CASAMAJOR
Regr.

COURT OF APPEALS AT
MADRASPATNAM Ss.

BETWEEN Estra Gregoria Perreira Inhabitant of Madras Appellant.

and

Tomby Chitty of the same place Merchant Respondant.

THIS CAUSE Coming on this day being Monday the 8th. of July 1745 on hearing the Petition of Appeal and Answer The several Exhibits of the Honble the Mayors Court and the Decree thereof given in this Cause on Tuesday the 24th. of January 1743/4 together with several Vouchers from Manilha warranted by the Notary Publick there read and upon due Consideration had of the matters therein severally contained, and of the pleadings and arguments used by the Attorneys on both sides. It appears to this Court that the Bonds in Suit have been delivered up and that Gonorimo [*sic*] Monteiro stands fully discharged by Simon Botell the Respondents Attorney from any Claim on account of the said Bonds. This Court doth therefore think fit to order and Decree, and doth accordingly hereby order and Decree that the said Decree of the Honble the Mayors Court given in this Cause be Reversed and set aside and the Appellant and Respondent do each of them pay their own Costs in both Courts.

₩ CUR
GEORGE PIGOT
Clerk of Appeals.

18 June 1745.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your orator Rawsom Vencatachilum of Madras Inhabitant and Braminy having had Sundry Dealings with one Quotumbauk Gruapah of the place aforesaid also Inhabitant and Merchant He the said Quotumbauk Gruapah having an Occasion for a Sum of money did apply himself to your Orator for the Loan thereof whereupon your orator did advance and Lend the said Quotubauck Gruapah the full and Just Sum of Pag^s. 230 Current of Madras which in Sterling money of Great Britain accompting each Pagoda 8 amounts to £. 92 or thereabouts for Securing the Repayment of which Sum with Interest accrewing thereon after the rate of 9 ₱ Centum ₱ Annum within the space of two months from the date of the hereafter mentioned Bond the said Quotumbauck Did make sign and give unto your orator one Mortgage Bond bearing date the 6th. of March which was in the year of our Lord 1742/3 therein and thereby making over unto your orator one Bill of Sale of the dwelling house of the said Gruapah unto your Orator and his Heirs for ever Subject nevertheless to the usual Proviso in such Cases that is to say If he the said Quotembauck Gruapah should well and truly pay or cause to be paid the Before recited Sum with Interest Then and in such Case the said Mortgage to be void and of none Effect, otherwise to remain in full force Translate of which Bond for the Inspection of this Honourable Court is hereunto annexed to which your orator most humbly referrs and prays the same may be admitted as part of this your Orators Bill, and your Orator shews your orator hath often, and that in the most Amicable manner Demanded payment of the above Sum with Interest of the aforementioned Gruapah.

BUT now so it is may it Please this Honourable Court the said Gruapah Wilfully and Obstinately refuses to give your Orator any manner of Satisfaction your Orator therefore prays such Genl. Relief in the premisses as to this Honble Court shall appear agreeable to Equity and Good Conscience Is the End of the Bill.

WILLIAM DUMBLETON
Attorney for the Complainant.

6 March 1732/3 MADRASPATNAM.

I COTUMBAUCUM GRUAPAH NAIGUE do hereby acknõwl. to have Borrowed and received of Rawsom Vencatachelum the Sum of 230 Pag^s. Current of Madras for securing the Repayment of which Sum with Interest at 9 ₱ Cent in two Months from the date hereof I mortgage my House Situa. in Nellanah Mastre's Street in the Peddanaigues Petty.

GRUAPAH.

WITNESS

Oragunda Virthiah.

Moodu Kistnem.

drawn by Kistnen Conicoply.

Translated from a Cadjan said to be the Original.

JOSEPH GITHIN
Exam^r.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 9th. day of July Anno Domini 1745.
Between Rawsom Vencatachelum of Madras Bramin Complain^t.
and
Quotumbauk Gruapah of the same place Merchant Defendant.

On reading the Complainants Bill with Translate of a Cadjan Mortge Bond under the Defendants hand dated the 6 March 1732/3 for Pags. 230 thereto annext the Defendant being in Court acknowledged the Execution of the aforesd. Bond, and the Justness of the Complainants Demand On due Consideration had, this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of 230 Pags. Currt. of Madras being the principal money of the aforesaid Bond together with such Interest after the rate of 8 ℔ Cent ℔ Anñ as now is or shall hereafter Become due thereon until full payment is made and also the Costs of this Suit, and in Default of payment at or before 21 days from the date hereof That the mortgaged premisses be sold, and the money arising from such Sale paid unto the Complainant in and towards the Discharge of his said Debt and Costs.

℔ Cur
Noah Casamajor
Regr.

9th. July 1745.

To the Honourable The Mayors Court at Madraspatnam.

The humble petition of Noah Casamajor Publick Notary

Sheweth

That your Petitioner hath lately been frequently sent for to Seal up the Effects of persons deceased for which Service no Stipulated Fee is appointed by this Honourable Court, wherefore your Petr. is at a Loss what to Charge for his attendance on such Occasions your Petr. therefore prays this Hoñble Court will please to appoint such fee for that Service as to them shall seem meet And your Petr. as in Duty Bound shall Ever pray.

Noah Casamajor
Not: Pub:

Exparte Noah Casamajor Publick Notary.

Mayors Court at
Madraspatnam.

Ordered that the petitioner do Charge the Sum of 5 Pagodas for his attendance as Publick Notary, for sealing up the Effects of persons Deceased.

℔ Cur
Noah Casamajor
Regr.

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10 July 1744.

To the Honourable The Mayors Court at Madraspatnam.
The Humble Petition of Poncalah Chitty Merchant of Madras

Sheweth

That by virtue of a Warrant of Execution Issuing out of this Hoñble Court at the Suit of Poncala Gopaul, certain houses were sold at Publick Outcry the 26 of last June.

Now your Petitioner shews your petitioner has a Mortgage on the said houses your petitioner therefore most Humbly prays he may have leave to prove the validity of his said mortgage, and till that can be done your petitioner prays the moneys arising from the Sales of the said houses may be attach'd and detained in the Cash of this Honble Court And your Petitioner as in Duty Bound shall ever pray.

William Dumbleton
Attorney for the Petitioner.

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14 Augt. 1744.

To the Honble The Mayors Court at Madraspatnam.

The Humble Petition of Poncala Gopaul.

Sheweth

That your Petitioner having Obtained a Warrant of Execution in this Honourable Court against the Effects of one Purpada Chitty deced, in pursuance of which the Sherriff did Seize, and Sell by Publick Outcry the 26th. June last Sundry houses belonging to the Estate of the said Purpada Chitty deceased, upon which one Poncapah Chitty presented a petition to this Honble Court, setting forth, that he had a Mortgage on the said houses, and prayed that the monies arising from the Sales, might be Attached and Detained from your Petitioner, by which means your Pet^{r}. is prevented receiving what is his real property, by the false pretences of the said Poncapah Chitty, who if he had a real Mortgage would have Declared it before, your Petitioner therefore prays this Honourable Court would please to require the said Poncapah Chitty without Delay to make his attempt of proving the Validity of his Assertion, to which your Petitioner shall readily Answer and your Petitioner as in Duty Bound shall Ever pray.

Robt. Sloper
Att^{y}. for the Petitioner.

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28 Augt. 1744.

To the Honourable The Mayors Court at Madraspatnam.

The humble Petition of Vellapah Chitty

Sheweth

That one Purpadee Chitty mortgaged all his Effects 2 Houses and one Godown unto Poncala Kistnah deceased for the sum of 3000 P^{s}. and sometime afterw^{ds}. the said Pundapa Chitty sold his Effects and paid unto the said Poncala Kistnah 2300 P^{s}. so then there remained due unto Poncala Kistnah the Sum of 700 Pagodas and Canapaca Chitty and Purpadee Chitty (Father and Son) mortgaged unto Wooteavacum Soravanah Chitty the aforesaid two houses and Godown for 700 Pag^{s}. which sum they paid to Poncala Kistnah and took up their Mortgage Bond and gave unto Soravanah Chitty a fresh mortgage Bond for 700 Pagodas which Bond is dated the 17th. May 1725.

Now your Pet^{r}. shews unto this Honourable Court that Poncala Gopaul Heir to Poncala Kistnah makes a Demand of the said houses and Godown saying that they belonged to Purpadee Chitty to which your Petitioner says that he has no Pretensions thereto for the above reasons, And your Petitioner shews that in M^{r}. Benyons time Permoll Moodelare as Executor obtained a Judgment in this Honble Court against the said Purpadee Chitty and a Warrant of Execution was Issued out for seizing his Effects, and having none but these two houses and Godown they were

seized on, and a Bill was affixed at the Sea Gate given notice that the same was to be Sold, but upon applying to Mr. Benyon he prevented the Sale thereof; save only of the houses which your Petitioner and his Father lived in, and had paid unto Seravanah Chitty 200 Pagodas for the same, which said house was at that time sold and the money arising therefrom paid unto Poncala Gopaul in and towards his debt, Now your petitioner shews to this Honourable Court that since the foregoing the said Poncola Gopaul making a fresh Demand on the said Purpadee Chitty and having obtained a Judgment thereon for which they seized on the aforesaid house and Godown and affixed a Paper at the Sea Gate for the Sale thereof, which was Sold and the money arising there from Deposited in the Cash of this Honourable Court for and toward the Benefit of the said Poncala Gopaul.

Now your Petr. further shews unto this Honourable Court that Wooteavacum Seravanah Chitty is departed this Life and your Petitioner is Left his lawful Heir and as your Petitioner has a Mortgage Bond and Bill of Sale to produce for the house and Godown so Sold, which Bond is of 19 years standing.

Your Petitioner therefore most humbly hopes that the money deposited in this Honourable Court arising from the Sale of the said house and Godown may Either be given to your Petitioner or that your Petitioner may be put in Possession of the said house and Godown and the money returned to the Buyer.

And your Petitioner as in Duty bound shall ever pray.

William Dumbleton,
Attorney for the Petitioner.

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on the part of the Petitioner Vellapah Chitty in a certain dispute, Where there are 3 Claimants who Demand monies due from them from the Estate of Perpadum Deceased.

To Cunja Collaty Chitty, Vellapah Chitty, and Munna Permoll Chitty Item Do you know the Cadjans now shewn you if yea, Say, what do they contain, who wrote them, who Signed them, did you see them wrote, and signed, on what account were they Drawn and Signed Declare.

To all the witnesses Item Do you know any other matter or thing material for the Complainant or Petitioner, if yea, set forth the same as you know have heard or do believe with the reasons for such your knowledge or belief Declare.

William Dumbleton
Attv. for the Petitioner.

Mayors Court at
Madraspatnam.

Vellapa Chitty,.

agt.

Poncala Gopaul and Poncapah Chitty.

Depositions of Witnesses on the part of Vellapa Chitty taken by and before the Examiner in this Court as follows.

Cunja Collata Chitty of Madras Dubash to Mr. Norris aged 63 years or thereabouts being produced as a Witness in this Cause on the part and behalf of Vellapah

Chitty was on the 24th. day of Novr. 1744 shewn at the Office of Mr. Robt. Sloper Attorney for the said Poncla Gopaul and Ponncapa Chitty by Connecapa who left a Note of the name Title and place of abode of the said Cunja Collity Chitty and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he knows Vellapah Chitty and hath so known him 30 years and Ponncapah Chitty he hath also known 30 years but hath no knowledge of Poncla Gopaul.

2d. To the second Interrogatory this Deponent saith that he has no knowledge of the Cadjans now shewn him at this his Examination, marked I.G.No. 1 but knows the Cadjan at the same time shewn him marked I.G. No. 2. That it Contains a Mortgage of two houses and Godown given by Purpadum and his Father Connecapa Chitty to his Father Seravana Chitty for 700 Pagodas That the Writing was drawn by Munna Permoll and signed by the said Connecapa Chitty He further saith that the said houses and Godown were remortgaged to Servanah Chitty to pay of Poncla Kistnamah's Mortgage thereon, and more saith not to this or the last Interrogatory.

Joseph Githin
Examr.

Collaty.

Vella Chitty of Madras Merchant aged 72 years or thereabouts being produced as a Witness on the part and Behalf of Vellapah Chitty and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows Vellapah Chitty and hath so known him 25 years as also hath known Ponneapah Chitty 40 years and Poncla Gopaul 15 years or thereabouts.

2d. To the second Interrogatory this Deponent saith that he knows both the Cadjans now produced and shewn him marked I. G. No. 1 & 2 : That No. 1 Contains a Mortgage of 2 houses a Godown and a Quantity of Goods to Poncala Kistnama for 3000 Ps. by Purpadum and that No. 2 Contains a joint remortgage of the above 2 houses and Godown by Purpadum and his ffather Connecapa to Servanah Chitty for 700 Pags. in order to pay off part of the above mortgage to Poncala Kistnamah he further saith that No. 1 was Wrote by Ramah Chendrue and Signed by Purpadum and that No. 2 was wrote by Munna Permaul and signed by Connecapa Purpadum's Father that they wrote and signed in this Deponents presence and more saith not to this or the last Interrogatory.

Vella Chitty.

Joseph Githin
Examr.

Munna Permaul Chitty of Madras Merchant aged 57 years or thereabouts being produced as a Witness in this Cause on the part and Behalf of the Defend Chitty and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows Vellapah Chitty and hath so known him 30 years That he hath known Poncla Gopaul 3 years and Ponneapah Chitty 25 years or thereabouts.

2d. To the second Interrogatory this Deponent saith that he knows the Cadjans now produced and shewn him marked I. G. No. 1 and 2. That No. 1. Contains Purpadum's Mortgage of his two houses, a Godown and a quantity of Goods to Poncla Kistnama and that No. 2 contains a Joint remortgage of the said two houses and Godown to Servanah Chitty for 700 Pagodas by Purpadum and his Father Connecapa Chitty in order to discharge part of Poncla Kistnama's Debt he being very

urgent for his money, he further saith that he knows not by whom N°. 1. was wrote, That it is Signed by Purpadum, That this Deponent drew the Writing on the Cadjan marked N°. 2 and that it is signed by Connecapa Chitty Purpadums Father and more saith not to this or the last Interrogatory.

MUNNA PERMAUL.

JOSEPH GITHIN
Examr.

INTERROGATORIES to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Claimant Poncla Gopaul to Sundry Effects taken by Warrant of Execution to the Estate of Purpadah Chitty deceased and Vellapah Chitty and Poncapah Chitty pretenders to be Mortgagees on the said Effects.

TO ALL THE WITNESSES Imprimis Do you know the parties Claimant and pretenders to be Mortgagees or either and which of them, and how long have you known them, or either and which of them Declare.

2d. To JELGODOO COOPANAH, COPERTE VENCATACHILUM RANLA CASAVAH, CALLAKA YELLAPAH, Have you, or have you not, any knowledge of the matter now in dispute between Poncla Kistnah Vellapah Chitty and Poncapah Chitty did you know Purpada Chitty in his Lifetime, is there Brothers or Sons now Surviving him, was you ever present when any persons was Treating about the affair now in dispute, if yea, who were they, and the partlars of what passed to the best of your remembrance set forth. Do you know of any Reward offered by any person or persons, if yea, who was the person or persons that offered the same, who was it offered to, and on what account was it offered, with the Reply made thereto if you have any Knowledge of it, Declare it.

Do you know ought of a Petition being wrote to any person relating to the present dispute, if yea, by whom was it wrote, to whom was it addressed what might be the Intent or meaning thereof, as also what became of the same declare, Where does the before mentioned persons Poncapah Chitty and Vellapah Chitty live, and what Affinity is there between them, with whatever has occurred to your knowledge relating to the present Dispute Declare.

3d. To TIRVETTY MOODELARE AND GONAPILLY MOODELARE are you well acquainted with the Characters made use of in Writing Gentoo's and Malabars, if yea, Inspect well the Cadjans now shewn you at this the time of your Examination marked I. G. N°. 1 & 2 and declare to the best of your Judgment and belief whether the same are signed by one and the same person as also see the Cadjan now shewn you marked T.C. N.C. Regr. and inspect the same set forth to the best of your Judgment whether the Characters thereon are all Original as when first wrote to the best of your Knowledge set forth the particulars.

TO ALL THE WITNESSES Do you know any other matter or thing that may be of Service to the Complainant in this Cause.

ROBT. SLOPER
Attorney for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

Poncla Gopaul
agt.
Vellapah Chitty and Ponneapah Chitty.

DEPOSITIONS of Witnesses taken on the part of Poncla Gopaul by and before the Examiner in this Court as follows.

JELGODOO COOPANAH of Madras a Servant in the Mint aged 48 years or thereabouts being produced as a Witness in this Cause on the part of the said Poncla

Gopaul was on the 9 day of March 1745 shewn at the office of Mr. Wm. Dumbleton Attorney for Vellapah by Connecopa who left a Note of the name Title and place of abode of the said Jelgodoo Coopanah and afterwards on the same day and year being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Dept. saith that he hath known Poncla Gopaul 25 years and Vellapah Chitty and Ponneeapah Chitty 30 years or thereabouts.

2d. To the second Interry this Deponent saith that he is acquainted with the matter in dispute, between Poncla Gopaul, Vellapah Chitty, and Ponneapah Chitty That he knew Purpadah Chitty in his life time and that there are two Surviving Brothers and a Son, who some time past came to this Deponent and Complained of Ponneapah Chittys ill treatment of them saying he had taken possession of Purpadah Chittys whole Estate and Effects and refused to pay any part of his Debts or give them any assistance whereon this Deponent went with them to Poncla Gopaul at whose Feet they fell down and repeated the same as above to this Deponent, He furr. saith that Poncla Gopaul went with them to Mr. Fowkes's, Writer who drew a petition by their directions wherein they gave Poncla Gopaul an Authority to sell Purpadah Chitty's house to discharge a debt Purpadah Chitty had Contracted with Poncla Gopauls Father, That they presented this Petition to Mr. Cooke then Sherriff who Examined the above Brothers and Sons to the Content thereof and obliged them to sign it, What became of it afterwards this Deponent cannot say neither does he know of any Reward being Offered by or to any person on any Account That Vellapah Chitty and Ponneapah Chitty are Brothers in Law and live behind Yeakambrum Isvarahs Pagoda and more saith not to this or the last Interrory.

The mark of JELGODOO COOPANAH.

JOSEPH GITHIN
Examr.

COPERTEE VENCATACHELUM of Madras Shroff aged 30 years or thereabouts being produced as a Witness on the part of Poncla Gopaul and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath [*sic*] Poncla Gopaul two years and Vellapah Chitty and Ponneapah Chitty 15 years or thereabts.

2d. To the second Interrogatory this Deponent saith that he is acquainted with the matter in dispute between Poncla Gopaul, Vellapah Chitty and Ponneapah Chitty That he never had any knowledge of Purpadah Chitty but has heard of him as also that there are two Brothers and a Son Surviving him, he further saith that it was in Company with Poncla Gopaul at a time when the above persons said to be Purpadah Chittys Brothers and Son came there and falling down at his feet Intreated him, as they were Indebted to him on Purpadah Chittys account to assist them in doing himself and them Justice, saying that Ponneapah Chitty had taken possession of Purpadah Chittys Estate and Effects and would neither pay his Debts nor relieve their necessity wherein Poncla Gopaul went with them to Mr. Fowkes's Writer who drew a petition by their Directions wherein they gave Poncla Gopaul an authority to sell Purpadah Chittys house to discharge a debt Contracted with Poncla Gopauls Father, That they presented the said Petition to Mr. Cook then Sherriff who Examined the above Brothers and Son to the Contents thereof and Caused them to sign it what became of it afterwards this Deponent cannot say neither does he know of any reward being offered by or to any person on any Account That Vellapah Chitty and Ponneapah are Brothers in law and live in the Peddanaigues Petty and live behind Yeakambrum Isveras Pagoda. and more saith not to this or the last Interrogatory.

VENCATACHELUM.

JOSEPH GITHIN
Examr.

Cockada Yellapah of Madras Weaver aged 33 years or thereab^{ts}. being produced as a Witness on the part of Poncla Gopaul and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known Poncla Gopaul 22 years and Vellapah Chitty and Ponneapah Chitty 8 years or thereabouts.

2^{d}. To the second Interry this Deponent saith that he is acquainted with the matter in dispute between Poncla Gopaul, Vellapah Chitty and Ponneapah Chitty That he knew Purpadah Chitty in his Lifetime and that there are two of his Kindred Surviving him, how nearly so he is not certain but to the Best of his Remembrance they are said to be his Brothers He further saith that being at Ponneapah Chittys house at a time when Ponneapa Chitty, Vellapa Chitty, Munna Permaul, Collity, and Vella Chitty were there in Company together, he heard Ponneapah Chitty and Vella Chitty say to Munna Permaul, Collity and Vella Chitty that if they told a thousand lies and afterwards built a Charity house, the Lamp therein burning thro' their Benovelence would attone for them all then desired they would be Witnesses that the house now in dispute was mortgaged to Seravanah Chitty they objected that they must take an Oath Pollapah Chitty and Vellapah Chitty replied they might Swear to a Lye, and that such an Act of Charity would Expiate the Crime, This Deponent knows not of any reward being offered by or to any person on any account or ought of any Petition being wrote to any person relating to the present dispute That Vellapah Chitty and Ponneapah Chitty are Brothers in Law and live behind Yeakambrum Isvarahs Pagoda, and more saith not to this or the last Interrogatory.

Yellapah.

Joseph Githin
Exam^{r}.

Trevetty Moodelare of Madras Conicoply aged 38 years or thereabouts being produced as a Witness on the part of Poncla Gopaul and afterw^{ds}. being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known Poncla Gopaul 15 years and Vellapah Chitty and Ponneapah Chitty 10 years or thereabouts.

3^{d}. To the 3^{d}. Interry this Deponent saith that he is well acquainted with the Characters, made use of in Writing Malabars but not with the Gentue Characters, he fur^{r}. saith that the Cadjans now shewn him at this his Examination marked I. G. N°. 1 & 2 are not Signed by one and the same hand, but cannot say Whether or no the Characters on the Cadjan at the same time shewn him marked T.C.N.C. Reg^{r}. are all Orig^{l}. as when first wrote being Gentue Characters which this Deponent is not acquainted with and more saith not to this or the last Interrogatory.

Tervetty.

Joseph Githin
Exam^{r}.

Gonapilly Moodelare of Madras Conicoply to M^{r}. Sloper aged 31 years or thereabouts being produced as a Witness on the part of Poncla Gopaul and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the three Claimants 5 years or thereabouts.

3^{d}. To the third Interrogatory this Deponent saith that he is acquainted with the Characters made use of in Writing Malabars but not with the Gentue Characters he further saith that the Cadjans now shewn him marked I.G. N°. 1 and 2 are signed by two different hands but cannot say whet^{r}. or no there has been any alteration in the Characters on the Cadjan at the same time shewn him marked T.C. N.C. Reg^{r}. since first wrote the Writing being Gentues which this Deponent is not acquainted with and more saith not to this or the last Interrogatory.

Gonapilly

Joseph Githin
Exam^{r}.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 16th. day of July Anno Domini 1745 Ex-parte Ponneapah Chitty, Poncla Gopaul Son and Heir of Poncla Kistnah deceased and Vellapah Chitty (Petitioners for the amount of the houses and other Effects of Valum Purpadah Chitty sold by Execution Issuing out of this Court at the Suit of the said Petitioner Poncla Gopaul, Son and Heir of Poncla Kistnah Deceased) of Madras Merchants.

THIS CAUSE coming on this day to be heard and debated before this Court in the presence of the Petitioners Poncla Gopaul and Vellapah Chitty and their Attorneys all sides. On hearing the Petition of Poneapa Chitty, the Petition of Poncla Gopaul, the Petition of Vellapa Chitty, the proofs taken in this Cause on the Behalf of the two last Petitioners, the Petitioner Ponneapah Chitty not having produced any read [*sic*], and on Exãmina had of the matters in this Cause, what was alledged on either side and due Consideration had thereon. This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Sum of 310 Pagodas be paid unto the Petitioner Vellapah Chitty out of the sum of 394. 29. 58 Cash returned into this Court by the Sherriff thereof on the 24th. day of July 1744 for Sale of the houses mentd. in the aforesaid Petitions and other Effects of Valum Purpada Chittys, and also that the Costs of the said Vellapah Chitty be paid out of the last mentioned Sum and the residue thereof paid unto the Petr. Poncla Gopaul after deducting his Costs, and further that the Petition of Poneapah Chitty do stand Dismissed out of this Court with Costs.

℔ CUR
NOAH CASAMAJOR
Regr.

30th. July 1745. TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your orator William Monson Esqr. of Madras that your orator having Sundry sorts of Goods to dispose of one Vancaporam Vencattaya also Merchant at present residing in Madras, did apply to your Orator for purchase of Sundry Muggy Douties and a small Quantity of Benjamin in all to the amount of 121. 5. 20. Current of Madras, which in Sterling money of Great Britain allowing 8 s. ℔ Pagoda amounts to 48. lb. 8 s. or thereabouts and your Orator is Informed the said Vancaporam Vencattaya is Insolvent, for which reason your orator prays this Honourable Court would be pleased to order your Orator may come in for his due perfection of all Effects, belonging to or the Property of the said Vancaporam Vencattaya and that your Orator may have all such other and General Relief in the Premisses as may be agreeable to Equity and good Conscience Is the End of the Bill.

HENRY DEVEIL
Attorney for the Complainant.

VANCAPORUM VENCATTAYA. DR.

To Mugga Douties Corge 10. 5 @ 8½ Pags. ℔ Corge ...	87	4	40
To Bejamin Mds. 51. 1. @ 135 Pags. ℔ Ca	34	—	60
Pagodas ...	121	5	20

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 6th. day of Augt. Anno Domini 1745.

Between William Monson of Fort S^{t}. George Esqr. Complainant

and

Vancaporum Vencattaya of the same place merchant Defendant.

ON HEARING the Complainants Bill with an outcry note for Pagodas 121. 5. 20 thereto annext read, The Defendant being in Court acknowledged the Justness of the Complainants demand and on due Cons^{n}. had This Court doth therefore think fit to order and Decree, and doth accordingly order and Decree, that the Defendant do pay unto the Complainant the full and Just sum of 121. 5. 20 Current of Madras together with such Interest after the rate of 8 ꝑ Cent ꝑ annum, as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

ꝑ CUR
NOAH CASAMAJOR
Reg^{r}.

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10 May 1743

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your orator Peter Dencker Merchant of Madras, That some time since your orator with Charles Milon and Mary his wife Did Jointly Enter into a certain Contract for the purchase of Cattle in the Country, and for the Sale and profit thereof to be Equally divided between your orator and the said Charles Milon and Mary his Wife, and your orator shews that a Stock of Cattle was ꝑchased by your orator and the said Charles Milon and Mary his wife, but your orator, was the person that advanced the money for the said Stock of Cattle to a very Consĩble amount in so much that the said Copartnership was Carried on for some time till the said Charles Milon and your orator hath discovered from time to time, that the said Stock of Cattle residing in the Country have been very unjustly dealt with by the keepers that is to say, some have been sold, and said to have Died, some have been mortgaged and said by the Keepers to have strayed others some have been changed for those that were old and good for nothing, and for which Exchange the Keepers have received a valuable Cons^{n}. from the Country Inhabitants Wherefore your orator and the said Charles Milon have for the reasons aforesaid Determined, and have accordingly dissolved the said Partnership, to which End your Orator and the said Charles Milon have Interchangeably given each other a General Release, But so it is that at this time a Stock of 150 head of Cattle are remaining and which your orator and the said Charles Milon have agreed to divide, And your orator hath Delivered over unto the said Charles Milon his respective Dividend of 75 head of Cattle, the Prime Cost of which is 3. 1. 67 P^{s}. each which in the whole amounts to 228. 29. 65 Two hundred twenty eight Pagodas twenty nine f and sixty five Cash which in Sterling money of Great Britain allowing 8$^{s.}$ ꝑ Pagoda amounts to the Sum of 91$^{lb.}$ 4$^{s.}$ or thereabouts which your orator hath frequently demanded in the most Friendly manner of the said Charles Milon and Mary his Wife, who refuses to pay your orator, under a pretence of having some old Demand of Profits in arrears on account of the said Trade, for your Orator shews they could form no other pretence, because they could neither Deny the Quantity of Cattle they have received as a Dividend nor their Original Prime Cost, because their Contract in partnership proves the one, and their Release of partnership proves the other, but the Truth is, the said Charles Milon & Mary his Wife would have your orõr take a note of hand for the Limitted space of two years, which

your Oror refusing they told your Oror, they would Contest it with your Oror, and would form an account agt. your Oror to which your Oror is a Stranger, and which your Oror supposes is Invented to perplex Your Oror by delays of time in some Litiguous Cross Suit, so that the said Chas. Milon and Mary his Wife absolutely refuse to give your Oror any Satisfaction in the premisses.

To the End therefore that the said Chas. Milon and Mary his Wife may upon their Corporal Oaths true and perfect answer make to all and every the Matters afsd. as fully truly and Effectually as if the same were here again repeated and Interrogated, and be Decreed to make your Orator full Satisfaction and that Your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and Good Conscience.

HENRY DEVEIL
Atty. for the Complainant.

A COPY of a Contract Entred into by Peter Dencker on the one part and Charles and Mary Milon on the other part.

KNOW ALL MEN by these presents that We the underwritten Charles Milong and Mary Milong on the one part and Peter Dencker on the other part do Contract and agree the one with the other to Enter into a Strict Trade and Partnership in the Purchasing of all manner of Cattle hereafter named Vizt.

Fatt Cows, Milk Cows, Calves, Bullocks, Oxen, Buffaloes and Hogs to sell the same to the said Europe and Country Shipping and to the Inhabitants of both the White and Black Towns Villages &c within the Districts of Madras, and to the Intent and purpose that neither party may Defraud, Cheat or Impose the one on the other.

WE the said Charles Milong and Mary Milong on the one part and Peter Dencker on the other part Do each for themselves, Agree on the Penalty and fforfeiture of One Hundred Pagodas on the following Articles Vizt.

This Obligation to Be in full fforce betn. the said parties Charles Milong and Mary Milong and Peter Dencker, till they shall have sold all that stock of Cattle they now have Purchased, amounting to Cows, and Oxen, and either party disagreeing or Endeavouring to Break of this said Agreement of Partnership, before the Sale of the said stock of Cattle, they are now in possession of, to fforfeit to the other the sum of 100 Pagodas Current of Madras, that is to say If Charles Milong or Mary Milong one or Both should Endeavour to break off this said Agreement, then and in such Case the said Charles Milon and Mary Milon or both of them to pay unto the other party Peter Dencker the sum of one hundred Pags. and in Case the said Peter Dencker should on his part Endeavour to Break off or Dissolve the said Agreement then and in such Case the said Peter Dencker to pay unto the said Charles Milon and Mary Milon the sum of One Hundred Pagodas, and the then remaining Stock of Cattle, to be Divided into two Equal parts, each party, to take one part thereof and pay such Sum of money, as shall appear by their account to be due thereon, the said Peter Dencker is to advance all the money for the Buying and maintenance of the said Cattle, and to receive Interest for such Sums as he shall advance on that Account, he Likewise is to receive all such Sums of money as shall become due, by the sale of such Cattle.

WE the said Charles Milon and Mary Milong on the one part and Peter Dencker on the other part, do, each party oblige ourselves not to buy or sell, cause or assist Encourage or Connive to be Bought or Sold Directly or Indirectly publickly or privately any of the above mentioned sort of Cattle to any person wt.soever without first acquainting and Obtaining the Consent of the other party, under the fforfeit of One Hundred Pagodas.

WE further agree to settle our Accounts, of what Cattle shall have been sold Every 3 months or thereabouts, and the Profits that shall arise from the Sale of the said Cattle, shall be Divided into two Equal parts the one part whereof the said Peter

Dencker is to have, and the other part the said Charles Milon and Mary Milon is to have, for their share and the Losses (if any should happen) to be sustained, in the same manner that is to say, Charles Milon and Mary Milon is to bear one half of the said Losses, and Peter Dencker is to bear the other half of the said Losses, if any should happen in the said Partnership.

We further Agree that the said Charles Milon and Mary Milon are to have the Care, of Selling and Delivering what Cattle shall be sold to the Ships and Peter Dencker is to have the Care of Selling and Delivering what ffat cows, shall be sold to the Town and what Milk Cows and other Cattle shall be sold to the Country People, and if the said parties, should by Consent, think proper and Necessary to purchase any more Cattle and to Continue this Partnership Then the Cattle so newly purchased to be added to the Old Stock and this Partnership to remain in its full fforce until the Entire Sale of the whole Stock In Witness whereof We have hereunto signed our hands in Fort St. George May 22d. 1742.

Signed

Charles Milon.
Mark of Mary Milon.

Witness
Laurence.
Saml. Troutback.

We promise to Give Catchella one third part of the Profits.

A Copy of a General Release Interchangeably given Between Peter Dencker and Charles and Mary Milong.

Whereas Charles Milon Mary Milon his Wife Peter Dencker and Catchella Entred on a Partnership the 20th. ffebruary 1741 in the Buying and Selling of Cattle and that whereas the said parties Obliged themselves Jointly or Separately not to Buy or Sell any Cattell on their Separate Account without first acquainting or Obtaining Leave of the said Partners and that the said Partnership was not to be broke off without the Consent of two of the said Partners under the Penalty of One Hundred Pagodas forfeiture, and in such Case the remaining Stock of Cattle to be Divided and each party to take their Share and that now the said Chas. Milon and Mary Milon his Wife on the one part and Peter Dencker on the other part, have Convincing proofs, that they have been Unjustly dealt with by the said Catchella their other partner, he having drove away sold and pawned Clandestinely several of their best Cattle and besides secretly Bargained and bought in partnership with one Irsapa of Halooboya a Moorman a parcel of Cows whereby he has broke the articles of their Agreement and by Consequence fforfeited 100 Pagodas to the other partners.

And for these reasons Charles Milon Mary Milon and Peter Dencker are now come to a Resolution by their Consent to Break of and Dissolve the said partnership as the articles of their Agreement Intitles them to, and in order thereto have applied themselves to the said Catchella to take his part and share of the remaining Stock of Cattle and he having Denied it the said Charles Milon & Mary Milon on the one part, and Peter Dencker on the other part Do hereby declare and agree that they will Divide the said remaining stock of Cattle into two equal parts the one of which Charles Milon and Mary Milon is to take and the other part Peter Dencker is to take and that they will afterwards make up their accounts reserving to themselves their Right Jointly or Separately to make the said Catchella answerable for all the Damages that may happen on the Sale of his part of Cattle belonging to the said Stock in witness whereof both parties have hereunto Interchangeably set our Hands and Seals this 22d. day of April in the year of our Lord 1743 This being in full Release and Discharge of our late Partnership with each other Dated as aforementd. from this day totally Annulled and set aside by Joint Consent of each party.

Charles Milon. (L.S.)

Signed Sealed and Delivered (where no Stamp't paper is to be had) in the presence of [lacuna].

24th. May 1743.

THE Joint Answer of Charles and Mary Milon of Madras Publicans Defendants to the Bill of Complaint of Peter Dencker of the same place Merchant Complainant.

THESE Defendants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and advantage of Exception to the many Errors Imperfections Uncertainties and Untruths in the said Bill contained for answer thereunto or unto so much thereof as these Defendants are advised materially Concern these Def^{ts}. to answer unto they these Def^{ts}. answer and Say.

THAT these Defendants admit that such a Contract was enter'd into as in the Complainants Bill is set forth That in Consequence thereof a Stock of Cattle were purchased and that the Complainant advanced the money for the same. But these Defendants absolutely deny they know of any unjust Dealings made use of by the keepers of the said Cattle, other than as the Complainant has from time to time Informed these Defendants. These Defend^{ts}. likewise Admitt that the said Copartnerhsip is now Dissolved by mutual Consent and Releases Interchangeably given Between these Defendants and the Complainant and these Defendants likewise admit to have received 75 head of Cattle upon the Dissolution of the Contract the Prime Cost of which might be $\overset{p}{3}$. $\overset{f}{1}$. $\overset{c}{67}$ each but these Defendants absolutely deny ever to have made any pretence whatever to Evade payment of what may be Justly due to the Compl^{t}. upon Ballancing Accounts between these Defendants and the Complainant and these Defendants absolutely deny that they ever required the Complainant to take a Note payable in two years These Defendants acknowledge the Complainant demanded a Bond of these Defendants for 228. 29. 65. on account of the 75 head of Cattle delivered these Defendants which Bond these Defendants refused to Give the Complainant until the Complainant and these Defendants had settled their Accounts for these Defendants are of Opinion that when the Accounts Between the Complainant and these Defendants shall be fairly stated there will not appear to be due to the Compl^{t}. so large a sum as that he now Demands and these Defendants ffurther say that they now are and always have been ready and willing to adjust Accounts with the Complt, and pay him such sum as shall appear to be Justly due to him therefore these Defendants humbly hope this Hoñble Court will p^{l}ease to put a stop to the further Prosecution of this Litigous [*sic*] Suit until the Complainant shall have Adjusted accounts with these Defendants And these Defendants further pray that If it shall appear upon Ballancing accounts Between these Defendants and the Complainant That the Complainant has made a Demand of more than is due to him then these Defendants may not Adjudged to pay any Costs arising from this Litiguous Contest since as These Defendants have before and do now again say these Defendants always were ready to pay the Complainant what should appear to be Justly due to him upon the Ballance of Accounts.

ALL which Matters and things these Defendants are ready to aver maintain and prove and humbly pray to be hence Dismissed with reasonable Costs in this Behalf most Wrongfully Sustained.

WILLIAM DUMBLETON

Attorney for the Defendants.

Dr.						Cr.				
1741 May 16	To 286 head of Cattle purchased at Sundry times … … … …	976	24	20	1741 Octr. 31st.	By 197 head sold … … … …	899	19	43
	To Interest and Batty on Do. …	35	—	—		By 87 Do. remaining unsold @ P. 3. 9. -ea …	282	27	—
	To a Cow Stall … … …	59	21	10		By 2 Do. Buffaloes @ 4. 27. - ea. …	9	18	—
	286 Head of Cattle … … …	1071	9	30					
	To Profit and Loss gained thereon …	120	19	3					
		1191	28	43[*sic*]		P.	1191	28	43

N.B. Chas. & Mary Milon are only concerned till the 1st. of Augt. and have been paid Pags. 22. 24. — for their Profit.

Account Cattle in Partnership with Catchella and Tellesinga.

Dr.						Cr.				
1741 Novr. 1st.	To 414 head of Cattle purchased at Sundry times	1346	22	40	1742 Febry 10	By 196 head sold	849	21	60
	Charges thereon	68	19	65		By 218 remaining @ Ps. 3.17.6 ea ..	757	15	—
	Interest thereon	23	8	—		414			
	414 head of Cattle @ Pags. 3.17.6 ea.	1438	14	25					
	To Profit & Loss gained thereon ..	168	22	35					
		1607	—	60		P.	1607	—	60

N.B. 218 Cows Remaining Pags. 757.15.—
Whereof 11 Do. Lost 47. 7.70 paid by Catchella and Tellesinga.

rems. 207 Cows Pags. 719. 7.10 Carried to next Account.

ACCOUNT CATTLE IN COPARTNERSHIP WITH CHARLES AND MARY MILON.

Dr.

Date				Pags.		
1742 Feby. 10	To 207	Cows remaining of last Account	... ...	719	7	10
May 30	To 225	Do. bought this day	... ...	585	27	—
June 20	To 67	Do. Bought this day	... ...	217	18	—
		Charges Interest and Batty thereon	...	164	24	—
	499	Cows @ Pags. 3. 1. 67 ea.	... ...	1687	4	10
		To Profit and Loss gained thereon	... ...	233	—	41
		Pagodas	...	1920	4	51

Cr.

Date				Pags.		
1742 Sepr. 1st.	By 221	Head Sold	... ...	1071	20	15
	By 278	Remaining at P. 3. 1. 67 ea.	... ..	848	20	36
		Pagodas	...	1920	4	51

Account Cattle in Copartnership with Charles and Mary Milo[?]

Dr.

Date	Particulars				
1742 Sepr. 1st.	To 278 Cows remaining of last Account ...	P.	848	20	36
1742/3 Jañry.	To 11 Do. bought at Pags. 3. 9 ea. ...		35	27	—
	Charges ffeeding Do. Cr.		33	20	20
	To Manencara for 2½ months wages		2	18	—
	To Do. paid him for Straw		8	—	—
	To Vencatashia and Mallamoota 2mos. Wages.		4	—	—
	Iñt on 848. 20. 36 from the 1st. Sepr. 1742 to the 1st. May 1743		45	9	10
	Iñt on P. 53. —. —. advanced for ffeeding Cattle 5 Months		1	27	50
	Batta on Do. at 3 ffs. ea. Pagoda		4	15	—
	Iñt on P 22. —. —. advanced for ffeeding 4 Calves 2 Months		—	10	40
	Batty thereon		1	30	—

Cr.

Date	Particulars							
1743 March 1st.	38 Cows sold the Shipping from the 1st. Sepr. 1742 to this day					153	22	40
	Interest thereon					4	22	7
	7 Ditto sold to the Town ...	P.	19	5	40			
	22 heads and Tongues		1	30	0			
	13 Calves Profit thereon ...		23	31	—			
			44	30	40			
	Batty Lost thereon		3	24	—			
						41	6	40
	Interest thereon for 5 mos.					1	13	36
	8 Do. sold to the Town Batty deducted					34	9	20
	Interest thereon for 2 mos.					—	16	35
	Profit on 4 Calves	P	9	17	40			
	Batty lost thereon		—	28	40			
						8	25	—
	Profit on a Rent					2	3	—
	Tallow sold 29 lb					1	22	—
1742 Novr. 10th.	12 Cows dy'd Between Sepr. to this day							
1742/3 Jañry. 18th.	3 Do. ... ... Do.							
23d.	2 Do. ... ... Do.							

1742/3 ffebry.					
13	2	Do. ... ... Do.			
28	10	Do. ... ... Do.			
1743 April					
24	6	Do. ... ... Do.			
	11	Do. ... ... Do.			
	150	Do. remaining this day at P 3. 1. 67 which have been Divided ...	457	23	53
	40	Do. deficient for which Chas. & Mary Milon must be accountable.			
	289		705	19	23[sic]
		To profit & loss, lost thereon ...	277	22	13
		Pagodas ...	983	5	36
	289 Cows	Pagodas ...	983	5	36[sic]

N.B. The remaining Tallow, Tools, Cordage and Slaughter house, to be Divided or sold at Publick Outcry.

Dr. **Charles and Mary Milon their Account General with Peter Dencker.** Cr.

To Cash paid them on Account of Profit made on Cattle for the time of their being Concerned in ye. sd. Trade	22	24	—
To Cash paid them on Do. Account from the 10th. ffebry 1741/2 to the 1st. Sepr. 1742 as ℔ preceeding Accot.	61	—	—
To their ½ Loss on P. 277. 23. 13 sustained on Accot. 289 head of Cattle from 1st. Sepr. 1742 till May 1743 as ℔ preceeding Account	138	29	6
To 75 head of Cattle, acknowledged by them to have received being the ½ of 150 remaining at the Dissolution of Partners	228	27	65
To their ½ of parcel of Straw bought in Partnersp for ffeeding Cattle, which they have used since the Dissolution of Partnership	2	—	—
Pagodas ...	453	8	71

By their Share of Profits ariseing from the Sale of Cattle from May to Augt. 1741	22	24	—
By their Share of Profits arising from the Sale of Cattle from ffebry to Sepr. 1742	61	—	—
By Straw for ffeeding Cattle	4	—	—
	87	24	—
By Ballance due	365	20	71
Pagodas ...	453	8	71

Fort St. George 29th. October 1743

Sworn to before me.
Henry Powney
Mayor.

1st. Novr. 1743.

Errors Excepted
℔ Peter Dencker.

CHARLES AND MARY MILON THEIR OBJECTIONS TO THE SEVL. OMMISSIONS AND ERRORS IN PETER DENCKER ACCOUNTS AS HERE UNDER SPECIFIED.

1st.	DENCKER Omitted to Credit his Copartners for their full proportions of Profit on 3 differt. Sales of Cows, as appears ꝑ Milons accounts taken from Catchella's Cadjans who kept Dencker's Acct. in partnersp. Vizt. Mary Milons ⅓ part profit on the Sales made the 31st. Octr. 1741	P.	46	24	71				
	Chas. & Mary Milons ½ profit on the Sales made ye. 31st. May 1742		79	—	50				
	Chas. & Mary Milons ½ profit on the Sales made ye. 31st. Augt.		62	6	19				
			187	31	60				
	Deduct what Dencker paid them partly in three sevl. paymts.		139	2	15				
	Remaining due on this Acct					P.	48	29	45
2dly.	DENCKER Omitted to Credit Milon for P. 35. 27 paid for 11 Cows bought of Hallooboy a Moorman and applied the same to Cattle in Co. with Dencker						35	27	—
3dly.	DENCKER debts Milon for 75 Cows delivered him at the Dissolution of their Copartnership at P. 3. 1. 67 each amounting to as ꝑ Denckers acct.		228	27	65				
	This article should be Charged at a Medium price of (P. ffs. C.) 2. 33. 18 for reasons the last remaining 150 Cows were bought before at two different prices Vizt. 207 Cows at P. 3. 5. 8 each & 225 Cows at P. 2. 27. –. each and by Calculation of their prime Cost the 75 Cows afsd. amount to ...		219	7	70				
	Different thereon						9	19	75
4th.	DENCKER Debts Milon for the loss on the Dead Cows as ꝑ Denckers Acct.		138	29	6				
	This article Consequently falls short by a Medium price the Cows are Charged at, in Milons Account		127	17	47				
							11	11	39
5th.	DENCKER Debts Milon for his ½ of a parcel of Straw, which was used in ffeeding the Cattle while their partnership Subsisted, but not since the Dissolution thereof as Dencker pretends		...	...	...		2	—	—
6th.	DENCKER Left out or Omitted to Credit Milon for his ½ of 80 pieces of Salt Beef which Dencker made use of		...	...	...		20	—	—
			Pagodas ..				127	15	79

29TH. NOVR. 1743.

Dr. | PETER DENCKER IN ACCOUNT WITH CHAS. & MARY MILON | Cr.

Date	Dr.		P.			Date	Cr.		P.		
1743 Novr. 25th.	To Omissions and Errors in Denckers Accot. as ⅌ particulars on the first side of this Sheet amounting to	P.	127	15	79	1743 Octr. 29th.	By Ballance in Denckers ffavour brought here from his Account Current		365	20	71
	To Ballance due from Milon to Dencker Conformable to Milons acct. partnersp. ...		238	4	72						
	Pagodas ...		365	20	71		Pagodas ...		365	20	71
	The above Ballance Brot. down		238	4	72						
	Milons proportion of the Prime Cost of a Cow house Tools &c amount to as ⅌ particulars in the Statement of the preceeding account.		31	2	43						
	Whereby the above Ball falls short to Pagodas.		207	2	29						

Dr. CATTLE IN COPARTNERSHIP WITH PETER DENCKER MARY MILON & CATCHELLA *each* 1/3d. PART. Cr.

No. of cows.							
	To cows bought from the 16th. of May to the 31st. of Octr. 1741 Vizt.—						
276	at Pagodas 2. 32. 44. Each ..	P. 801	19	64			
9	Buffaloes .. } Cost ..	42	18	—			
1	Ox .. }						
286					P. 844	1	64
—	To Charges ffeeding the above said Cows &c. and Servants Wages paid for 5·15 (mos. days.) ..				134	26	30
	To Charges Building the Cow house ..				57	21	10
	To Batta on Star Pagodas 180 the Amount Sales in ffanams at ffa. 3 ℘ pagoda adequate to the Current Exchange				15	—	—
	To Dustore paid on Cows sold to the Europe Ships				14	3	—
	To Interest Computed on the follg. sums advanced by Dencker from the 16th. May to the 31st. of Octr. 1741 at 8 ℘ Cent ℘ Annum Vizt.						
	On Pagodas 844. 1. 64 ..	P. 30	34	10			
	134. 26. 30 ..	4	33	70			
	57. 21. 10 ..	2	4	—			
					38	—	—
	Carried over				1103	16	24

No. of cows.							
	By Cows sold in 5. 15. (Mos. ds.) particulars vizt.						
34	Sold to the Black Town at Sundry prices	P. 159	9	—			
33	Sold to the White Town ..	196	29	—			
2	Ditto to Captn. Berry ..	12	—	—			
18	Ditto to Captn. John Blake for Ship Halifax	87	27	—			
10	Ditto to Captn. Chas. Hudson for Ship Prince of Orange ..	54	18	—			
11	Ditto to Captn. Mattw. Bootle for Ship London	54	20	—			
14½	Ditto to Captn. Thos. Brown for Ship Nottingham ..	65	31	—			
25½	Ditto to Captn. James Sanders for Ship King William ..	90	35	60			
11	Ditto to Captn. Thos. Stephens for Ship Beaufort	38	4	63			
20	Ditto to Captn. Pelly for Ship Prince of Wales	72	31	76			
11	Ditto to Captn. Chas. Raymond for Ship Wager	45	12	34			
2	Ditto to the Honourable Company	9	—	—			
192					P. 887	2	73
	By Cow heads and tongues 97 @ ffa. 4 each is.				10	28	—
	By Profit and loss gained on 5 Calves bought and Sold				13	6	40
	By Do. on Hogs Sold Captn. Berry ..				4	18	—
	By Tallow 28 (lb.) Sold at fanam 3 ℘ Pound ..				2	12	0
	Carried over				917	31	33

Brought forward				1103	16	24
To Profit and Loss for the ffollowing persons Proportions of the Neat gain on the Sales of Cows these Mo. 5. ds. 15. Vizt.						
Peter Dencker 1/3	P. 46	24	72			
Mary Milon 1/3	46	24	71			
Catchella 1/3	46	24	71			
				140	2	54
Pagodas ..				1243	18	78

29th. Novr. 1743.

Brought forward				917	31	33
By Interest Computed on the ffollowing Sums, received by Dencker from the 16th. May to the 31st. of October 1741 at 8 ₩ Cent ₩ Ann. Vizt.						
On Pags. 887. 2. 73	P. 32	18	75			
10. 28. —. ..	—	14	20			
13. 6. 4.	—	17	30			
				33	14	45
5 Dead						
87 Remaining transferred to Tellesinga Partnership with Dencker at Pagoda 3. 9. each	282	27	—			
2 Buffaloes Ditto ..	9	18	—			
				292	9	—
Pagodas ..				1243	18	78

Fort St. George 31st. October 1741
Errors Excepted.

Cattle in Copartnership With Peter Dencker and Chas. Milon *each* ⅓

Dr.

Date	Nº. of Cows.				
1741/2		To Cows bought at times Vizt.			
ffebry. 11	207	at Pagodas 3. 5. 8 each ..	P. 650	11	56
	225	2. 27. — ..	585	27	—
	432	To Charges ffeeding the above mentioned Cows and Servants wages paid for 3. 20. (mos. ds.) from the above date to the 31st. of May 1742	37	20	—
		To Batta on Star Pagodas 146 to the amount Sales in ffanams at fa. 2. 40 ℔ Pagoda Adequate to the Current Exchange ..	10	5	—
		To Dustore paid on Cows sold to the Europe Ships	6	9	15
		To Interest on Pagodas 650. 11. 56 for 3. 20 (mos. ds.) at 8 ℔ Cent ℔ Annum	15	33	60
			1305	34	51
		To Profit and Loss for the following persons proportions of the Neat Gain on the Sales of Cows these 3. 20 (mos. ds.) Vizt. Peter Dencker. ½ P. 79 — 50 Charles Milon. ½ 79 — 50	158	1	20
		Pagodas ..	1463	35	71

Cr.

No. of Cows.								
	By Cows Sold in 3. 20 (mos. ds.) particulars Vizt.							
17	Sold to the White Town at Sundry Prices	P. 116	14	67				
15	Sold to the Black Town	69	3	—				
39¾	Ditto to Captn. Benjamin Webster for Ship Adml. Vernon ..	192	7	2				
10¼	Ditto to Captn. John Peter for Ship Tygeress	34	—	—				
82	By Profit and Loss gain'd on 8 Calves bought and Sold ..	24	28	—				
	By Ditto Ditto on 29 Do. belonging to our Cows	14	18	—				
	By Cow heads and tongues 50 at fa. 4 each	5	20	—	P.	456	18	69
	By Interest on P. 456. 18. 69 for 2ms. at 8 ℔ Cent ℔ Ann. ..	..				6	3	2
350	Remaining at Pags. 2. 31. each as ℔ Calculation of their Prime Cost	..				1001	14	—
432	Pagodas ..					1463	35	71

Fort St. George 31st. May 1742

Errors Excepted.

Cattle in Copartnership with Peter Dencker and Chas. Milon *each* ½

Dr.

1742	No. of Cows.		P.
June 1st.	350	Remaining this day at P. 2. 31.— Each is .. .. P.	1,001 14 —
6	57	Bought of Mrs. Phillips at 3. 9 ..	185 9 —
	9	Bought of Ditto 3. 9 ..	29 9 —
Augt. 15	1	Bought of Venketasia	3 — —
	417	To Charges Feeding the above said Cows and Servants Wages paid for 3mo. to the 31st. August ..	43 1 —
		To Blank Paper for Notes ..	5 — —
		To Butchers Knives 3 Sets ..	8 — —
		To Dungare Napkins	1 18 —
		To Desperate Debts	5 15 60
		To Batta on Star Pagodas 145, the Amount Sales in Fanams at ffa. 2.40 ℔ Pagoda equal to the Current Exchange	10 3 —
		To Interest Computed on the ffollowing Sums from the above dates to the 31st. August 1742 at 8 ℔ Cent ℔ Annum vizt.	
		On Pagodas 1001.14 for 3ms. P. 20 1 —	
		185. 9 2. 24 3 19 53	
		32. 9 —. 15 — 3 40	23 24 13
		To Profit and Loss for the ffollowing persons proportions of the Neat Gain on the Sales of Cows these 3 Months vizt.	
		Peter Dencker ½ .. 62 6 19	
		Chas. Milon ½ .. 62 6 19	124 12 38
		Pagodas ..	1439 34 31

Cr.

No. of Cows.		P.	
	By Cows Sold in 3mos. Particulars vizt.		
16½	Sold to the White Town at Sundry prices .. .. P.	121 22 40	
4	Sold to the Black Town	18 18 —	
36	Ditto to Captn. Benjamin Webster for Ship Adml. vernon ..	160 4 72	
7	Ditto to Captn. Isaac Worth for Ship Houghton	24 12 52	
9½	Ditto to Captn. Roger Hale for Ship Grantham	45 9 24	
9¾	Ditto to Captn. Chas. Gilbert for Ship Lynn	43 29 55	
23¾	Ditto to Captn. Benjn. Lowe for Ship Walpole	110 22 72	
16½	Ditto to Captn. Thomas Smith for Ship Marlborough	71 26 72	
123			P. 596 2 67
16	Dead		
	By Profit and Loss gained on 4 Calves bought and sold		14 — —
	By Cow heads and Tongues 102 at ffa. 4 each ..		11 12 —
	By Interest Computed on Pags. 596. 2. 67 for 1 mo. 15 ds. to the 31st. August 1742 at 8 ℔ Cent ℔ Annum		5 35 —
278	Remaining this day at P. 2. 33. 18 each as ℔ Calculation of their Prime Cost		812 20 44
417			
	Pagodas ..		1439 34 31

Fort St., George 31 Augt. 1742
Errors Excepted.

Dr. CATTLE IN COPARTNERSHIP WITH PETER DENCKER AND CHARLES MILON *each* ½. Cr.

Date	No. of Cows		Amount
Sepr. 1 1742/3	278	Remaining this day at P. 2 33 18 Each is.	P. 812 20 44
January 11th.	11	Bought of Hallooby ..	35 27 —
	289		
		To charges ffeeding the above said Cows and Servants Wages paid for 8 months to the 30th. of April 1743.	48 2 20
		To Batta on Star Pagodas 89 the amount Sales in ffans. of Cows and Calves sold to the White and Black Town at fa. 3 ℔ Pagoda equal to the Current Exchange	7 15 —
		To Interest Computed on Pags. 812. 20. 44 for 8ms. to the 30th. April 1743 at 8 ℔ Cent ℔ Ann. ..	43 12 20
		Carried over ..	947 5 4

No. of Cows				
	By Cows sold in 8 ms. particulars vizt.			
5	Sold to Captn. Benjamin Webster for ship Adml. Vernon		P. 20 24 —	
14	Ditto to Captn. Benjamin Way for Ship Benjamin		57 26 40	
8	Ditto to Captn. Matthew Booky for Ship Shaftsbury		32 — —	
10	Ditto to Captn. John Tedd for Ship Wilmington		38 27 —	
1	Ditto to Captn. Benjamin Lowe for Ship Walpole		4 17 —	P. 153 22 40
38				
7	Sold to the White Town		19 5 40	
	Heads and Tongues 22 at fa. 3 each		1 30 —	
	Profit on 13 Calves bought and Sold		23 31 —	44 30 40
8	Sold to the White Town			34 9 20
	Profit on 4 Calves sold since March			8 25 —
	Ditto on a Rent			2 3 —
	Tallow sold			1 22 —
	By Interest Computed on the ffollowing Sums to the 30th. of April 1743. at 8 ℔ Cent ℔ Annum vizt.			
	On Pags. 153 22 40 for odd Months.	P. 4 22 —		
	do. for mos. March & April ..	2 1 50	6 23 50	
	44 30 40 ... 5		1 17 65	
	34 9 20 ... 2		— 16 35	8 21 70
53	Carried over ..			253 26 10

Brought forward ..	947	5	4	No. of cows	Brought forward ..				253 26 10
				53	Dead as ℔ Denckers acc[t]. ..				
				86	Remaining this day at P. 2 33 18				438 15 60
				150					
				289					692 5 70
					By Profit and Loss lost on the Principal Concerns of the ffollowing Persons in Cattle Viz[t].				
					Peter Dencker ½	127	17	47	
					Cha[s]. Milon ½	127	17	47	
									254 35 14
Pagodas ..	947	5	4		Pagodas ..				947 5 4

Fort S[t]. George 30th. April 1743'
Errors Excepted.

PETER DENCKER ACCOUNT PARTNERSHIP WITH MARY AND CHARLES MILON.

Dr.

Date	Particulars					
1741 Octr. 31st.	To Mary Milons ⅓d part Profit on 5. 15 Sales of Cows as ℔ account Cattle in this Book ...			46	24	71
1742 May 31	To Charles Milons ½ Profit on 3. 20 Sales of Ditto.			79	—	50
Augt. 31	To Ditto Do. on 3. — Do.			62	6	19
1742/3 Jañry. 28	To Cash paid Halloaboy for 11 Cows bought of him and applied them to Acct. Cattle in Co. ...			35	27	—
1743 April 24	To Cash paid Vengana in full for Straw bot. of him to ffeed the Cattle in Co.			4	—	—
	To Salt Beef 80 Ps. which he Converted to his own use Milons ½ is 40 pieces worth			20	—	—
				247	22	60
	To Ballance of this Account			238	4	72
	Pagodas ...			485	27	52
N. B.						
	The Ballance above brought down			238	4	72
	The ffirst Cost of a Cow house is Pags. 57. 21. 10. accounted for the same in Account Cattle stated the 31st. of Octr. 1741 Mary Milons ⅓ thereof is ... ... P.	19	7	3		
	Tools to be divided their first cost being P. 15. 27. 8 Milons ½ is	7	31	40		
	Tallow to be divided may amount to about Ps. 8 Milons ½ is ...	4	—	—		
				31	2	43
	Allowing Charles Milon the above said Sums in the State of this Acct. the above Ballance will be short ... ... P.			207	2	29

Cr.

Date	Particulars			
1741 Octr. 31	By Cash received of him ... ... P.	22	24	—
1742 May 31	By Ditto	61	—	—
Augt. 31	By Ditto	55	14	15
1743 April 30	By 75 Cows received ℔ Charles Milon out of 150 remaining on the Dissolution of the Partnership at P. 2. 33. 18 each is ...	219	7	70
	By Charles Milons ½ Loss Sustained by this unfortunate Trade	127	17	47
	Pagodas ...	485	27	52

FORT ST. GEORGE
30TH. APRIL 1743.

WM. DUMBLETON
Attv. for Charles Milon.

ERRORS EXCEPTED.

24TH. JANUARY 1743.

THE REPLICATION of Peter Dencker to the answer and Exceptions of Charles and Mary Milon Defendants.

HE this Replyant saving and reserving to himself all manner of Benefit and advantage of Exception to the manifold Errors Incertainties and Insufficiencies in the Defendants answer and Objections for Replycation thereunto saith that all and singr. the matters and things in this Replyants Bill contained are true as is therein alledged and that the Answer and Objections to the said Bill are very untrue Imperfect and Insufficient to be Replied unto for this Replyant saith upon the whole 'tis Observable.

The Defendants give this Replyant Credit in their own Account for a Ballance of Ps. 365. 20. — but pretend an Overcharge to their Prejudice Ps. 127. 15. so that they must allow of the Difference namely P. 238. 5.

So that tis humbly presumed there remains in dispute 127. 15. 79 Contained in 6 Articles on the Dr. side of the Defendants Account, which are called Objections, to which we, most humbly beg Leave to reply in order to support this Replyants Account under Oath.

And first To the first Article this Replyant absolutely Denies any such Defficiency as P. 48. 29. 45 said to arise in the Defendants Favour nor was there any more than two proportions due to the Defts on Account of this Article, all which was paid settled and adjusted with the Defendants vizt.

at one time was paid thereon	22	24	—
at one time was paid them	61	—	—
in all on that Account was	83	24	—

ffor which they have due Credit in this Repliants Account Given in under Oath and as to that Entry annext to this Article of Pags. 79. —. 50 it is ffalse and Imaginary and only added to puzzle the Account, which the Defendants dont know how to make out in their ffavour, tis true the Defendants would have been Entitled to 40 Pags. instead of the above P. 22. 24 But that in Publick breach of Contract hereunto annexed, the Defendants broke off and Instead of 5 Months continued only 3 in Partnership so that their Proportion fell short in Proportion to the time they kept in Contract, and by the Tenor of the said Contract they are Intitled to no Profit at all, being themselves the Aggressors, and refusing to Continue any Longer in Partnership than 3 months utterly against this Replyants Consent that such Partnership was Dissolved and which Ballance of Ps. 22. 24. they received and without any Objection till this Replyant now Demands his Ballance due.

A REPLY to the 2d. Article is that the Defendants have no Authority for Charging this Ps. 35. 27 for Cows bought of Hallooboy Because their Contract hereunto annext particularly says that only this Repliant is to purchase Cows in Partnership nor have the Defendants either bought or paid for the said Cows but the same was purchased by Catchella on account of this Replyant and to whom this Repliant is ready to account for the same what Consideration then has the Defendant ever paid for this Pagodas 35. 27 But this is a Contrivance of Catchella's who wants to account for these Cows to Charles Milon Because he is In debt to Peter Dencker But this Replyant urges the Defendants had no Authority to purchase Cattle by the Contract nor have the Defendants ever paid for such Cows and as the said Cows can be Accounted for only once this Repliant has given Catchella Credit for them in his private account with Peter Dencker so that the Defendants have no other Concern in the said Cows than to pay their proportion of the purchase as Charged in this Replyants account Given in under Oath most humbly referred to.

A Reply to the 3d. Article is That there is no such Difference as Pags. 9. 19. 75 said to arise from the Prime Cost of the Cows being over rated that Sum.

Though the 75 Cows might Cost only Pag^s. 219. 7. 70. (To give the Defendants their own way) yet Charges thereon added to the Prime Cost made them come to Pag^s. 3. 1. 67 each one with another which was the price they stood at in this Replyants Books. If the Defendants disliked such Price why did they Enter into Partnership upon Terms they disliked, or why did they not refuse such offered Terms being shewn the Account before the Contract, and as the same was purchased before and not after Contract it was thereby in this Repliants power to put what Price he pleas'd on his Goods bought out of Partnership, and the Defendants, if they had pleased, might have rejected being Concerned therein having first seen and passed such Account, nay nor ever Complained of such over Charge as they Term it, till this Replyant sued for his Due.

A Reply to the 4th. Article is That if the Defendants have no Title to deduct the above Pagodas 9. 19. 75 to this Replyants prejudice, then is this Pagodas 11. 11. 39 in this 4th. Article also Erronious these two Articles being the Consequence of each other, and must Either both stand to this Replyants Prejudice or be both Struck out to this Replyants Justification.

A Reply to the 5th. Article is that this Replyant does still persist in it the said Straw has been used since the Dissolution of Partnership and will prove it in the Issue of this Cause.

A Reply to the 6th. Article is that the Defendants had a large Cask or Leager of Salt Beef which the Defendants say was Spoild and thrown away, this Replyant had also during the Partnership several spare pieces of Beef of which never no Acount was proposed or taken on either side, But much was spoiled a Great Deal gave to the Palanquin boys and more to the Dogs being for the most uneatable, therefore if the Defendants will be Capricious, Let them give this Replyant Credit, for that Cask of Beef said to have been thrown away and then this Replyant is ready to account for his share received which cannot amount to more than the Defendants whereby this Deduction must be Void and of no Effect as to this Honourable Court shall seem However this Replyant begs leave to make two or three remarks on the present Demand.

The Defendants advance new pretences, that have been past long ago in Old Accounts before settled and adjusted The Defendants never made any Complaints of being Wrong'd till this Replyant demanded payment for the Cows Delivered them at the Dissolution of Partnership and the present Cavil is only to suspend the time of payment.

This Replyant is under Oath to the account producėd to this Honourable Court and humbly hopes the same shall be preferred to the Defendants account not Sworn to.

As to the Long account particulars it is Needless and Erroneous and therefore this Replyant has only Confined himself to the Account Current for to argue the other, would be too long to Trouble this Honourable Court with and as the Account Current and Objections are sufficient This Repliant humbly hopes and prays the Defendants may be Ordered to pay the Costs of the said Account so needless annext if this Honourable Court shall so think meet.

As to the Cow house to be Divided the Defendants have been pleased to pull it down, since the Commencement of this Suit in so much that this Repliant before offered either to buy or sell at the stated Price of 25 Pagodas, but now the said materials pull'd down are hardly worth 10 Pag^s. and the Butchers Tools belonging thereto and towells &c are by time some Lost, some Broke and most of what is Left good for Little, however this Replyant is ready to deliver up under Oath, all in this Replyants Possession, which with the materials of the said Cow house this Replyant prays may be put up at Outcry or valued and sold as to this Honourable Court shall hereafter direct.

As to the Tallow mentioned in the Defendants Account they have always from time to time had their share Except One hundred Weight which this Repliant sold at 2 ffanams a pound to all which this Repliant is ready to be under Oath if required by this Honourable Court if this Honourable Court shall so think meet.

All which matters and things this Replyant is ready to averr maintain and prove as this Honourable Court shall Direct and humbly prays as in and by his said Bill is already prayed.

HENRY DEVEIL
Attorney for the Replyant.

WE UNDER signed hereby agree on a Partnership in the Profits that shall arise from the Cows Bullocks Calves Buffaloes and Hoggs that shall be sold to the Europe Ships and upon the following Conditions.

1st. Mr. Milon is to have the Care of Selling and Delivering what Cows and will be Sold to the Ships.

2d. Peter Dencker is to have the Care of Selling and Delivering Do. to the Town and what Milk Cows and Cattle shall be sold to the Country people.

3d. We further agree to settle our accounts and share the profits as often as we can in the ffollowing manner.

Peter Dencker to have the half of the Profits and Mr. Milon and Catchella to have the other half of the said Profits and the Losses to be Divided in the same manner if there should happen any.

4th. The said Mr. Milon and Catchella hereby Oblige themselves not to sell or cause To be sold directly or Indirectly Publickly or Privately any of the above mentioned sort of Cattle to any person who soever without first acquainting the said partners of it under the fforfeit of all their share That shall then be due by this Agreement.

5th. The said Peter Dencker is to advance all the money for the Buying and maintaining of the said Cattle and to receive Interest for such Sums as he shall advance on that account he likewise is to receive all such Sums as shall become due by the said Cattle and this partnership is not to be broke off but by the Consent of two of the said partners and in Case any one of the said partners should want to break off this Partnership he is then to Loose and fforfeit all his share of the Profits that shall then be due or have been paid to him for the last year past IN WITNESS whereof we have hereunto sett our hands in Fort St. George February the 20th. 1741/2.

CHARLES MILON.

1st. May 1744.

THE Rejoinder of Charles and Mary Milon Defts. to the Replycation of Peter Dencker Complainant.

THESE Defendants now and at all times hereafter saving and reserving to themselves all manner of Benefit and advantage of Exception to the Incertainty & Insufficiency of the said Replycation say that the Defendants said Answer is certain true and sufficient in the Law to be replyed unto and they also say that they have Credited the Complainant in an account stated by them for the Ballance of Ps. 365. 20. 71 the Complainant debted these Defendants in his Account purposely to shew the Complainant how inadvertently He hath Omitted and over charged Pagodas 127. 15. 79 Comprehending the six articles as the Complainant set forth in his said Replycation and presumes the same remains in dispute, to avoid which and make the thing plain and clear, these Defendants have been at the Pains to Insert the particulars relating to those six Articles in their Joint Objections and as the Complt doth by Artfull means and methods except them Articles Therefore these Defendants are Obliged to comply to the Complts. Exceptions set forth in his said Replycation.

As to the first Exception of the Complainant to the first article of Ps. 48. 29. 45 these Defendants say that they never had of the Complainant the whole settlement of Accounts relating to 3 different Sales of Cattle in Copartnership that is to say the first of five and ½ months the second of 3 months and 20 days and the 3rd. of 3 months

and for these Defendants 3 shares of the Profits arising thereon amounting to Pagodas 187. 31. 60 the Complainant paid these Defendants Ps. 139. 2. 15 saying it was all that was due to these Defendants on that account and since the Defendants Came to make up those accounts found out a Deficience of 48. 29. 45 for which the Defendants have debted the Complainant as parties Concerned with him in Cattle and as to the Complainants calling in his said Replycation the Article of Pags. 79. —. 50 a false Imaginary Entry and only added to Puzzle the account these Defendants cannot admitt of it when they have made it appear due from the Complainant by the particulars of 3 months and 20 days Sales of Cattle and more fairly and openly to whom the same was sold, yet the Complainant is pleased to Call it as aforesaid, And these Defendants Observe that the Complainant both acknowledges and allows these Defendants to be Intitled to a proportion of 40 Ps. instead of Pags. 22. 24. Paid them for a Breach of a Contract in not Continuing ffive months in partnership and these Dcfts. are ready to give the Complainants his own way upon substantial Proof of these Defendants having Voluntarily broke off from their Partnership in 3 months as the Complainant alledges in his said Replycation and the reason why these Defendants did not before but even at the time the Complainant demanded his Ballance due object against the Ps. 22. 24 aforesd. is because they had not an Entire Light of the Accounts kept by the Complainant.

As to the second Exceptions of the Complainant to the second Article for these Defts. Charging Pags. 35. 27 for Cows bought of Hallooboy they say that they did not buy them in Breach of the ffifth article of their Contract annext to the Complainants said Replycation (as he pretends) but that these Defendants paid the above mentioned sum of Pagodas 35. 27 for the Cows at the request of the Complainant and therefore these Defendants have Debted him for it in their Account And these Defendants know nothing of Catchella's having purchased the said Cows for Account of the Complainant, nor of the Credit he has given Catchella in his Separate Account, nor does it concern these Defendants at all but the money they have paid on that Account as before said, which these Defendants can prove and also that Catchella never paid any Consideration for the said Cows.

As to the third Exception of the Complainant to the 3d. Article of P. 9. 19. 75 arising on the prime Cost of 73 Cows delivered to these Defendants at the Dissolution of Partnership these Defendants do Admitt the Argument of the Complainant in his said Replication relating to the Affair of cows so far as to the 20th. day of ffebruary 1741/2 being the time that Charles Milon one of these Defendants hath signed the Contract annexed to the Complainant's Replication and after then there appears by the Complainants own Account Cattle in Copartnership an Article of 225 Cows bought by him the 30th. of May 1742 (the Price of every Cow is not distinctly mentioned) at Pagodas 2. 21. 58 each amounting to Ps. 585. 27 and these were also apprized by the Complainant at Pagodas 3. 1. 67 each one with another adding the Charges thereon which the Complainant should not do afterwards without the Knowledge or Consent of these Defendants as it was in the Complts. power before these Defendants entered with him into Partnership to put what price he pleased to 207 Cows then remaining on hand and the Complainants charging the last remaining 150 cows that have been Divided Between the parties concerned therein at Pags. 3. 1. 67 each is a Prejudice to these Defendants as they will shew here the disadvantage that attends these Defendants That the Complainant advanced money to buy Cows and pay Charges keeping them and these Defendants paid Interest on the whole of their half proportion also paid their half Charges aforesaid out of the Profit arising on the Sales of Cattle and the Complainant upon Transferring the remaining Cows to a new Account and appraizing them with Charges paid before thereon hath Enhanced the price of them besides these Defendants paid Interest on the Charges included in the price of Cows over and over and such Additional price put by the Complainant on them occasioned such difference of Pagodas 9. 19. 75 which these Defendants have debted the Complainant for and to make the thing more plain, these Defendants say that the Complainant charged the afsd. 75 Cows with Charges that have been discharged by the preceeding Sales and his Charging them again with the same Charges, is an over charge

which with the Interest these Defendants paid thereon lessens their Proportion so much as it amounts to of the dividing Profit on such Sales of Cattle as there hath been which is to the advantage to the Complainant and likewise what comes out of his proportion after this Rate, as he being the only Receiver of the money to pay to himself.

As to the fourth Exception of the Complainant to the 4th. Article of Pagodas 11. 11. 39 these Defendants say as aforesaid with regard to Pagodas 9. 19. 75 Comprehending the one and the same thing.

As to the 5th. Exception of the Complainant to the 5th. article of Pags. 2 for the straw that hath been used before the Partnership was dissolved these Defendants do Condescend to the Proof the Complainant offers to give in the Issue of this Cause.

As to the sixth Exception of the Complainant to the 6th. Article of Pags. 20 these Defendants Charged him for their half of 80 pieces of Salt Beef these Defts. absolutely deny that they ever had a large Cask or Leaguer full of Salt Beef (as the Complainant now pretends) to Account with him for the same.

As to the Complainants remarks in his said Replycation these Defts. say that they have been all along kept in the Dark and never before now they were thoroughly acquainted with the Complainants Transactions in the affair of Cattle in Partnership, and therefore these Defendants do now, if not before, Claim their right and due, and these Defendants make it observable that the Complaint. calls their Account particulars relating to their Partnership needless and Erroneous when the same agrees with the Ballance of his Account Current, except the six Article these Defendants objected to, which they Humbly hope this Honble Court will think reasonable to Grant them and further these Defendts. pray this Honourable Court as the Complainant hath been the Occasion of their producing so long Account particulars to Vindicate themselves from the Charge the Complainant made these Defendants with so unjust a Ballance of his Account will be pleased to order the Complainant to pay the Cost of the sd. Accot.

The Cow house to be Divided, since the Great Rains last Winter fell down and not in the manner the Complainant falsely set forth in his said Replycation and these Defendants deny of the Complainants having before the Commencement of this Suit offered any such Price as 25 Pagodas for the said Cowhouse or otherwise to sell it at the aforesaid price Notwithstanding that these Defendants submitt to the Complainants Surrender of the Butchers Tools &ca. in his pōssion to be sold together with the materials of the said Cow house either at Outcry or at Valuation, as this Honourable Court shall direct.

The Tallow which the Complainant mentions in his said Replycation to have sold One Hundred weight at fanams 2 ꝑ Pound differs within a Pagoda and 28 fanams from the amount thereof at the ffoot of these Defendants Account Partnership with the Complainant.

As to the request of the Complainant for having Referrees appointed to Inspect into the Accounts these Defendants wholly submitt themselves to such Order as this Honourable Court will be pleased to make in this behalf.

And these Defendants also say as in and by their said Answer they have already said and do and will Averr and maintain all and everything and things therein to be true and certain in such manner and fform as they and every of them are therein alledged and Expressed.

William Dumbleton
Attorney for the Defendant.

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on part and Behalf of the Complainant in a Certain Cause wherein Peter Dencker of Fort St. George Merchant is Plaintiff and Charles and Mary Milon of the said place Defendants

Imprimis Do you know the parties Complainant and Defendants in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2d. To Taggapah, Tangamiah, Egumbrum, Tombe Nina and Changellee Item. Do you remember the Complainant and Defendant was in any partnership, If yea, what Partnership, was there any Quarrell or Dispute arose betwixt the parties, if yea, who was the Occasion of such Quarrell, did the parties ever break of Partnership and how many Months were the Partys separate, what money was due to the Defendants and what money was paid to the Defendants, and for what reason paid.

3d. Item Do you remember any dispute arising about Salt Beef, if yea in whose possession was it, what quantity do you think there might be, what Became of such Beef and what Account hath been Given thereof Declare.

4th. Item Do you remember a Cow house betwixt the parties, if yea, what do you think is the worth of that Cow house, now as it stands, and what Condition is it in at this time Declare.

5th. Item Do you know or can you say any other Matter or thing material to the Compl͠t in this Cause If Yea set forth the same as you know have you heard, or do believe with the reasons of such your knowledge or Belief Declare.

Henry Deveil
Atty. for the Complainant.

Mayors Court at Madraspatnam. Between Peter Dencker is Complainant and Charles and Mary Milon Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Taggapah of Madras Conicoply aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29th. day of November 1744 shewn at the office of Mr. Wm. Dumbleton Attorney for the Defendants by Connecapa who left a note of the name Title and place of abode of the said Taggapah and afterwards on the same day being Sworn and Examined Deposeth as ffollows.

1st. To the first Interr͠y this Deponent saith That he hath known the Complainant 12 years, The Defendt. Mr. Milon 4 years and the Deft. Mary Milon 20 years or thereabouts.

2d. To the second Interrogatory this Deponent saith That he remembers the Compl͠t and Defendants were in Partnership together in the Cattle Trade and that a Dispute arose between them occasioned by Mary Milons breaking off Partnership This Deponent knows not how many months the parties were separate Neither can he say what money was due or paid to the Defts.

To the third Interry this Deponent saith That he rembers a Dispute about Salt Beef in the Defts. possion but cannot say what Quantity there might be of it, That he heard it was all spoild Except 4 or 5 pieces which the Defendants sent to the Complainant, what was spoiled the Defendants Asserted was Given to the Dogs.

To the ffourth Interrogatory this Deponent saith that he remembers a Cow house between the Parties That it formerly was worth Seventy Pagodas but this Deponent does not think it now worth above two Pagodas, it being almost Demolisht and more saith not to these or the last Interrogatory.

Joseph Githin
Examr.

Taggapan.

Jangamiah [sic] of Madras lately a Servant to the Complainant aged 20 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Dept. saith that He hath known the Complainant and the Defendant Charles Milon 6 years and the Defendant Mary Milon he has known 12 years or thereabouts.

2d. To the second Interry this Deponent saith That he remembers the Complt. & Defendants were in Partnership together in the Cattle Trade and that a dispute arose between them Occasioned by the Deft. Mary Milons breaking off Partnership. This Deponent knows not how many months the parties were Seperate neither can he say what money was due or paid to the Defendants

To the third Interry this Deponent saith that he remembers a Dispute arose but salt Beef in the Defendants Possession but cannot say what Quantity there might be of it, That he heard it was all spoild Except two or three pieces which the Defendants said to the Complt what was spoil'd the Deft. Mary Milon declared was Given to the Doggs.

To the ffourth Interry this Deponent saith that he remembers a Cow house between the parties formerly worth about 70 Pagodas but it is now fallen down and more saith not to these or the last Interrogatory.

Joseph Githin
Examr.

Jangamiah [sic].

Yeakambrum of Madras Conicoply lately so to the Complainant aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complaint. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant and the Defendant Charles Milon for 5 years, and the Defendant Mary Milon he hath known 10 years or thereabouts.

2d. To the second Interry this Deponent saith That he remembers the Complainant and Defendants were in Partnership together in the Cattle Trade as also that a dispute arose Between them occasioned by the Complainants breaking off Partnership he ffurther saith that the parties were separate about 5 months but cannot say what money was due or paid to the Defendants.

To the third Interry this Deponent saith that he remembers a Dispute about Salt Beef in the Defendants possession but cannot be certain as to the Quantity that he saw a Tub full which he Imagines might contain about Ten or Eleven pieces, two or three of which were sent to the Complainant the remainder the Defts. declared was spoiled and given to the Dogs.

To the ffourth Interry this Deponent saith that he remembers a Cow house between the parties which was formerly worth about 60 Pagodas but it is now ruinated there remaining no more of it at this time than the Muddwalls and more saith not to this or the last Interrogatory.

Joseph Githin
Examr.

Yeakambrum

Tomby Ninah of Madras Butcher aged 20 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwds. being Sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant Two years or thereabouts but has no certain knowledge of the Defendants.

2d. To the second Interr̃y this Deponent saith That he remembers the Complainant and Defendants were in Partnership together in the Cattle Trade and that a dispute arose Between them occasioned by the Defendant Mary Milon's breaking off Partners̃p. This Deponent knows not how many months the parties were Separate neither can be say what money was due or paid to the Defendants.

To the 3d. Interr̃y this Deponent saith that he remembers a dispute arose about Salt Beef in the Defendants possession but cannot say what Quantity there might be of it That he heard it was all spoiled and Given to the Dogs.

To the ffourth Interrogatory this Deponent saith that he remembers a Cow house between the parties That it is Intirely Demolished there remaing. no part thereof now but the Mudd Walls and more saith not to these or the last Interrogatory.

JOSEPH GITHIN *The mark of* TOMBY NINAH.
Examr.

CHANGELLEE of Madras Dealer in Cattle aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 5 years the Defendant Charles Milon 3 years and Deft. Mary Milon 10 years or thereabouts.

2d. To the second Interrogatory this Deponent saith That he remembers the Complainant and Defendant were in Partnership together in the Cattle Trade as also that a Dispute arose between the parties But Cannot say who was the Occasion of the Dispute or further to any particular Questions enquired off in this or the third Interr̃y.

To the fourth Interr̃y this Deponent saith that he remembers a Cowhouse between the parties that is now ruinated there remaining no more at this time than the Mudd Walls and more saith not to this or the last Interrogatory.

JOSEPH GITHIN *The mark of* CHANGELLEE.
Examr.

INTERROGATORIES to be Administred to such Witnesses as shall be produced sworn and Examined on behalf of the Complainant in a certain Cause wherein one Peter Dencker of Madras Merchant is Complainant and Charles and Mary Milon is Defts.

TO ALL THE WITNESSES Imprimis Do you know the parties Complainant and Defts. in this Cause or either and which of them and how long have you known them or either and which of them.

2d. To TAGGEPAH Conicoply Item Do you know of any of the Transactions that have passed in Partnership Betwixt Peter Dencker and Charles and Mary Milon if yea set forth all you know all you have heard and all you do Believe with the reasons of such your knowledge or belief Declare.

3d. To TELLESINGA Cowkeeper Item was you ever concerned in the Cattle Trade with Peter Dencker If yea set forth what profit you shared on the sale of such Cattle how many Cattle was Remaining at the Dissolving your Partnership and what price did such remains stand at in your Accounts Declare.

4th. To CATCHELLA Cowkeeper Item was you ever Concerned in the Cow Trade with Peter Dencker and Tellesinga if yea, say what Profits you shared in the said Concern what remains of Cattle was left at breaking off and what each Cow stood at in your Account Declare.

5th. To SUBRAMONY Conicoply Item Do you know any Transactions that passed in the Cow Trade between Peter Dencker, Catchella and Tellesinga if yea say what Profits the parties shared what remains of Cattle was Left at Breaking off and what each Cow stood at in your account kept for Catchella and what year and month

the said partnership was Broke off can Catchella read, write, or keep account Declare.

6th. To NELLAMOOTA Cowkeeper Item Do you know or can you say anything Concerning a parcel of straw that was purchased in the Partnership what Quantity was bought and what became on it to whose use was it applied Declare.

7th. To ALL THE WITNESSES Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea set forth the same as you know have heard or do Believe with the reasons of such your knowledge or Belief Declare.

HENRY DEVEIL
Attorney for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Peter Dencker Complainant
&
Charles and Mary Milon Defendts.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

TAGGAPAH of Madras Conicoply to the Complainant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complt was on the 22d. day of March 1744/5 Shewn at the Office of Mr. Wm. Dumbleton Attorney for the Defendants by Connecapa who left a Note of the name Title and place of abode of the said Taggapah and afterwards on the same day being Sworn & Examined, Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 12 years the Deft. Charles Milon 4 years and the Defendant Mary Milon 20 years or thereabouts.

2d To the 2d. Interry this Deponent saith that he is acquainted with some Transactions relating to the Partnership between the Complaint. and Defendts. which ffollows, The parties Commenced partnership the first time in the year 1741 when Catchella was joined with them That they continued togr. 5 or 6 months when the Partnership being dissolved the accounts was settled and there appeared a Ballance of P. 22. ffs. 24 due to the Defendants who then demanded payment thereof but the Complaint. at that time refused whether it has since been discharged knows not he further saith that the Defendants afterwards joined in Partnership with Mrs. Phillips and the Complainant with Catchella and Tellesinga in the Month of Novr. 1741 and Continued till the 10th. of ffebruary following in which Term of time there had been shared as profit between the Complainant Catchella and Tellesinga the sum of 168. 23. 35. That the Complainant turned out Tellesinga and Joined a second time with the Defendants and Catchella at which time he had the Stock of 207 Cattle value 719. 7. 10 what has since passed this Deponent knows not having left the Service, and more saith not to this or the last Interrogatory.

JOSEPH GITHIN *Examr.* TAGGAPIAH.

TELLESINGAR of Madras Dealer in Cattle aged 31 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interrogatory this Deponent saith that he hath known the Complt. 5 years The Defendant Charles Milon 3 years and the Defendant Mary Milon 10 yrs. or thereabouts.

3d. To the third Interry this Deponent saith That he was Concerned in the Cattle Trade with the Complainant 3 months and that he received upwards of 20 Ps. as his share of Profit on the sale of Cattle but cannot say the amount of the whole That 207 Cows remained at the Dissolving the Partnership Value Ps. 719. 7. 10 and more saith not to this or the last Interry.

JOSEPH GITHIN *Examr.* TELLESINGAR.

Catchalla of Madras Dealer in Cattle aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 8 years the Defendant Charles Milon six years and the Defendant Mary Milon 10 years or thereabouts.

4th. To the 4th. Interry this Deponent saith that he was Concerned in the Cattle Trade with the Complainant But cannot recollect what profit was shared thereon, neither can he remember what remains of Cattle was Left at the breaking off Partnership That the price of the Cows was from a Pagoda & a ½ to 3 Pagodas and more saith not to this or the last Interrogatory.

CATCHA.

JOSEPH GITHIN *Examr.*

Subramoney of Madras Conicoply aged 28 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Dept. saith that he hath known the Complainant and the Defendts. 5 years or thereabts.

5th. To the fifth Interry this Deponent saith that he knows the Complainant Catchalla and Tellesingar shared the sum of 84 Pags. as Profit on the Sale of Cattle and that 218 Cows remained at the breaking off Partnership which was Computed at about three Pags. ahead he ffurther saith that the Partnership was broke off on the Tenth of ffebry 1741/2 and that Catchella can neither read, write, or keep Accounts and more saith not to this or the last Interrogatory.

SUBRAMONEY.

JOSEPH GITHIN *Examr.*

Nella Moota of Madras Cowkeeper aged 28 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant and the Defendant Mary Milon 10 years and the Deft. Charles Milon he hath known 3 years or thereabouts.

6th. To the Sixth Interrogatory this Deponent saith That he knows a Quantity of straw was purchased in Partnership to the amount of 5 Pagodas That a part thereof to the Value of a Pagoda and a half was applied to the use of the Cattle wherein the parties were Jointly Concerned and the remainder was sold by Catchella and more saith not to this or the last Interrogatory.

The mark of NELLA MOOTA.

JOSEPH GITHIN *Examr.*

INTERROGATORIES to be administred to such Witnesses.

[*Four pages of the original are missing here.*]

5th. To ALL THE WITNESSES Do you know or can you say any thing more material for the Defendants Declare.

WILLIAM DUMBLETON
Attorney for the Defendants.

MAYORS COURT AT MADRASPATNAM.

BETWEEN Peter Dencker Complainant.

And Chas. and Mary Milon Defendants ..

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

CATCHALLY of Madras Dealer in Cattle aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 2d. day of March 1744/5 shewn at the Office of Mr. Henry Deveil Attorney for the Complainant by Connecapa who left a Note of the name Title and place of abode of the said Catchally and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complaint. 8 years The Defendant Charles Milon 6 years and the Defendant Mary Milon 20 years or thereabouts.

2d. To the Second Interry this Depont. saith that he knows the Cadjan now Shewn him at this his Examination marked thus W. D that it is Alleboys Receipt to the Deft. Chas. Milon for the sum of Ps. 35. fs. 27 paid him at the time he gave it by the said Defendant on Account of Eleven Cows he had bought of Alleyboy and more Saith not to this or the last Interrogatory.

CATCHA.

JOSEPH GITHIN *Examr.*

SUBRAMONEY of Madras Conicoply aged 28 years or thereabts. being produced as a Witness in this Cause on the part of the Defendants and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interry this Dept. saith That he hath known the Complaint. & Defts. 5 yrs. or thereabouts.

3d. To the 3d. Interry this Deponent saith that he wrote the Cadjans now produced and Shewn him at this his Examination marked from No. 1 to 9 by the directions of the Defendant Mary Milon That they contain the Accounts of Cattle bought and sold between the parties as also the Charges thereon he further saith that he did read the Contents of the said Cadjans to Mr. Mendez in order to have them put into English and more saith not to this or the last Interry.

SUBRAMONEY.

JOSEPH GITHIN *Examr.*

MOODU of Madras Dubash to the Defendants aged 20 years or thereabts. being produced as a Witness in this Cause on the part of the Defendants and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt. & Defts. 4 years or thereabouts.

4th. To the 4th. Interry this Dept. saith that he drew the Writing on the Cadjan marked I. G. now produced and shewn him by his Master the Defendant Charles Milons Order that it contains a Receipt signed by one Vengonah for the Sum of 4 Pagodas which his said Mar. paid him on Account of Straw he had Bought of the said Vengonah and more saith not to this or the last Interry.

MOODU.

JOSEPH GITHIN *Examr.*

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 13th. day of August Anno Domini 1745 Between Peter Dencker of Madras Merchant Complainant and Charles Milon and Mary his Wife of the same place Publicans Defendants.

THIS CAUSE coming on this day to be heard and Debated before this Court in the presence of the parties and of the Attorneys on both sides On hearing the Complts Bill with Copys of a Contract and of a General Release thereto the Complainant on the 1st. Novr. 1743. The Defts. Objections to the premen-annext The Defts. joint answer, three accounts of cattle in Copartnership with parties and one with Dencker, Catchella and Tellesinga and an Account Current between the Complainant and Defts. delivered into Court under Oath by tioned Accounts an Accot. Currt. with the Plt. with 4 Accounts of Cattle in Partnership and the Defendts. Account Current with the Complainant delivered into Court by the Defendants the 29th. Novr. 1743 The Replycation with a Contract under the hand of the Deft. Charles Milon thereto annext, The Rejoinder also the Proofs taken in this Cause read, And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon; this Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full & Just sum of 329. 29. 71 Current of Madras, so much appearing to be due to him from the Defts. for Ballance of Account togr with Int. after the Rate of 8 ℘ Cent ℘ Annum on the sum of Pags. 228. 29. 65 from the 22d. April 1743 being the Date of the dissolution of the Partnership Between the Parties untill full Payment is made, and also the Costs of this Suit.

℘ CUR
NOAH CASAMAJOR
Regr.

30th. July 1745.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your Oror Attaputtee Comrapah Chitty Merchant Inhabitant of Madras That Teagapa Mastre Carpenter also residing in this place being in want of money made Applica. to your Oror for the loan thereof on which your Orator did advance and lend to the said Teagapah the full and Just Sum of Pagodas 218 to Secure the Repayment thereof he the said Teagapa did sign and Give to your Oror one Cadjan Note or Writing bearing date in Madras the 21st. day of December which was in the year of our Lord 1730 thereby obliging himself to repay the same whenever demanded with Interest thereon at the rate of Eight ℘ Cent ℘ Annum. Translate of said Obligation is hereunto annexed for the Inspection of this Honble Court, and your Orator prays the same may be admitted as part of this your Orators Bill of Complaint and your Orator shews that he has often in the most ffriendly manner applied to the said Teagapah to discharge his said Obligation to your Order. But now so it is May it please this Honourable Court the said Teagapa cannot be brought to Comply with his said Engagement to your Orator. To the End therefore that the said Teagapah may upon his Corporal oath True and perfect answer make to all and every the matters aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be decreed to pay your Orator the full Principal and Interest due on the before recited Obligation And that your orator may have such further and other relief in the premises as shall be agreeable to Equity and good Conscience.

ROBT. SLOPER
Attorney for the Complainant.

21st. Decr. 1730. MADRASPATNAM.

I TEAGAPA MASTRE Son of Surravarumbatu Moocaushen do hereby acknowledge to have borrowed and received of Attaputty Comrapah Chitty the sum of 218 Pagodas Current of Madras which sum I promise to pay on demand with Interest at 8 ₽ Cent ₽ Annum.

TEAGAPA'S *Mark.*

WITNESS

Noormacoor Chitty.

Tombo Mootu Nina Chitty.

drawn by Ninopilla.

Translated from a Cadjan said to be the Origl.

JOSEPH GITHIN *Examr.*

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 20th. day of Augt. Anno Dñi 1745 Between Attaputta Comrapah Chitty of Madras Merchant Complainant and Teagapa Master Carpenter of the same place Deft.

ON HEARING the Compl̃ts Bill with Translate of a Cadjan Bond under the Defendants hand dated the 21st. Decr. 1730 for Pagodas 218 thereto annext read The Defendt. appearing in Court acknowledged the Execution of the said Bond and the Justness of the Complainants Demand. On due Consideration had this Court doth therefore think fit to order & Decree and Doth accordingly order & Decree that the Deft. do pay unto the Complainant the full & just sum of 218 Pags. Currt. of Madras being the Principal money of the before mentd. Bond togr. with such Interest after the rate of 8 ₽ Cent ₽ Añn. as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit &c.

Ps. 218

₽ CUR

NOAH CASAMAJOR

Regr.

13th. Novr. 1744.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your Oror Raga Chitty Taggapah Merchant of Madras That one Baunacurrah Nellacundah Chitty and his son Pandarum Chitty both Merchants of Madras having at divers times had sundry dealings with your Oror, and always Jointly and Separately In so much that all Accounts with both or either were always Deemed one and the same Account, and settled as such and a Ballance then arising in your Orators favour, the ffather and Son did settle & adjust the same on or about the 10th. day of May 1737 on which certain day there did appear to be due to your Orator the full and just Sum of 258. 15. 30 Current of Madras which in Sterling Money of Great Britain allowing 8 s. ₽ Pa. amounts to £ 103. 4 s. 0 d. or thereabouts and your Oror shews such Ballance was admitted on all sides.

And tis admitted by your Orator that since the Adjustment of this Account the said ffather and Son hath Jointly and separately paid in part of the aforesaid Pag^s^. 258. 15. 30 :—

On July 11th. 1737	10	—	—			
Do. 19	24	29	20			
On Augt. 20th. 1737	10	—	—			
Do. Octr. 2	15	—	—			
Do. Decr. 25	25	—	—			
Do. Octr. 5. 1738	10	—	—			
Do. April 6.1739	20	—	—			
Do. 8	19	—	—			
Do. Augt. 2. 1744	10	18	—			
				144	11	20
So that the Ballance due to your orator is				114	4	10

And your orator shews that frequent Applycations hath been made to both the said ffather and Son for payment of what remains due and Interest thereon, but so it is the said ffather had absented himself from this place, now a few days, and your Orator can only have recourse to his son Pandarum Chitty now being and residing in Madras of whom your Orator hath since demanded the said Ballance but he refuses to Give your Orator any satisfac. in the premisses.

To the End therefore that the said Pandarum Chitty and Bannacurrah Nellacunda Chitty, both or either of them to be found may upon their Corpl. Oaths true and perfect Answer make to all and every the matters aforesaid as fully Truly and Effectually to all intents and purposses as if the same was here again repeated and Interrogated and be decreed to pay your Orator his Ballance due as aforesaid and that your Orator may have such ffurther and other Relief in the Premisses as may be Agreeable to Equity and Good Conscience.

Henry Deveil
Attorney for the Complt.

4th. December 1744.

The Separate Answer of Pandarum Chitty of Madras Merchant Defendant to the Bill of Complaint of Raga Chitty Teagapah of the same place Merchant Complainant.

The Said Defendants Saving and reserving to himself all Benefit of Excep. to the Errors and Imperfections in the said Bill Contained for answer thereunto or unto so much thereof as he is advised materially concerneth this Defendant to make answer unto He this Defendant answereth and saith.

That he possitively denies ever to have had any Dealings with the Complt. either Jointly with this Defts. ffather, or separately by himself as is most Notoriously set forth by the Complaint. in his Bill of Complaint, and that, that being in the year 1737, at which time the Complainant pretends and sets forth in his Bill of Complaint to have settled and adjusted accounts with this Deft. All which this Defendt. denies for that this Deft. saith that he was not in Madras at the time set forth by the Complainant in his Bill of Complaint having departed from hence in the year 1735 in order to go to Ceylon, which this Deft. did and from thence to sevl. other places and did not return back to Madras until the year 1741 as this Deft. can plainly make appear and bring sevl. Witts. to prove the same. Therefore this Defendant referrs this pretended Dispute and Trumpt up Affair to the Judgment of this Honourable Court.

All which matters and things this Defendant is ready to averr maintain and prove the same as this Honourable Court shall award and humbly prays to be hence Dismissed with his reasble Costs & Charges in this Behalf most wrongfully sustained.

William Dumbleton
Atty. for the Complainant.

24th. December 1744.

The Replycation of Raga Chitty Teagapah to the Answer of Pandarum Chitty.

The Said Replyant saving to himself all advantages of Exception to the Incertainties Untruths and Insufficiencies of the Defendants answer for Replicã. thereunto saith that all and singular the mr̃es and things in the said Bill contained are true as is therein alledged and that the Answer of the said Deft. to the said Bill is very untrue, Imperfect and Insufficient to be replied unto For though as he says he may have been some time out of the place Yet we shall prove he shall always paid and received money for and with his ffather and is a Genl. Partaker of what is paid to his ffamily.

In the [sic] 1734 the Deft. in Company with his ffather paid this Repliant in part of this very Account 609 Pagodas and before he departed and since his Arrl. hath paid and received Several Sums to and from this Replyant and hath frequently promised payment of the Ballance sued for even since the Commenct. of this Suit and tho' Defendant may think that pleading Ignorance may be a Sanction yet this Replyant will make it plain that the now Defendant is answerable for the present demand as he has always Enjoyed the Benefit of being Partaker and receiver of all such Sums as have been paid his ffamily by this Replyant.

All which matters and things this Replyant is ready to averr maintain and prove as this Hoñble Court shall direct and humbly prays as in and by his said Bill is already pray'd.

Henry Deveil
Attorney for the Complainant.

5th. March 1744.

The Rejoinder of Pandarum Chitty of Madras Defendant to the Replycã of Raga Chitty Teagapa of the same place Replyant.

The said Defendant now and at all times saving and reserving to himself all and all manner of Benefit and advantage of Exception saith that this Defendts. Answer is certain true and sufficient in the Law to be Replied unto and that the Replycã is untrue and Imperfect and this Defendant ffurther saith.

As to that part of the said Replycã. that says this Defendant has paid money for and with this Defendants ffar. this Deft. says even admitting this part of the Replycã true he humbly Conceives he might be Employed as a Messenger by his ffather to carry money on his ffather's Account to any Person without becoming liable (by doing his Duty) to pay his ffather's debts.

All which matters and things this Defendant doth Averr and is ready to maintain and prove as this Hoñble Court shall please to direct and humbly prays as in and by his Answer he has already prayed.

William Dumbleton
Attorney for the Defendant.

Interrogatories to be administred to such Witts. as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein one Baunacurrah Nellagunda Chitty and Pandarum his son are Defendants and Raga Chitty Tagapah is Complainant.

Imprimis do you know the parties complainant and Defendants in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2^{d}. To NELLATOMBY CHITTY, NORRAINAPAH, AUCKA LABBEE, TANGEE CHITTY Item Do you know of any Accounts that have passed between the Plaintiff and Defendants if yea who Borrowed the money on which the present demand is ffounded, who lent the said money was there ever any Ballance made Between the parties to your knowledge and what was the amount of that Ballance and to whom was any Ballance due, who promised payment of this Ball how often and at what times and what Offers have been made to that Effect who made those Offers, and what Answers was made and by whom Declare.

3^{d}. To CHITTUMBALA CHITTY, RAGA CHITTY, VELLAPAH CHITTY Item Do you know in what year the Defendant Pandarum returned from Sea, what discourse did you hear to pass bet the Def^{t}. Pandarum & the Compl^{t}. where is the Def^{t}. Pandarum's ffather at this time, What was the reasons he absconded did you ever see any money paid or lent by the Complain^{t}. to either or both of the Defendants if yea was they in Company or Separate when such money was received, or when any money paid back Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea set forth the same as you know have heard or do Believe with the reasons of such your Knowledge or Belief Declare.

HENRY DEVEIL
Att^{y}. for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Raga Chitty Tagapah Complain^{t}. and Baunacurrah Nellagunda Chitty & Pandarum Def^{ts}.

DEPOSITIONS of Witnesses in this Cause taken by and before the Exam^{r}. in this Court as follows.

NELLATOMBY CHITTY of Madras Servant to the Complainant Aged 45 years or thereabouts Being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of March 1745 shewn at the Office of M^{r}. W^{m}. Dumbleton Attorney for the Defendants by Connecapa who left a Note of the Name Title and place of abode of the said Nellatomby Chitty and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that He hath known the Compl^{t} 32 years and the Defendants 20 years or thereabouts.

2^{d}. To the 2^{d}. Interry this Deponent saith that he knows the Defend^{ts}. Borrow'd the sum now sued for of the Complainant and that Accounts were Settled Between the parties when a Ball. of 130 Pa^{s}. or thereabouts appeared in ffavour of the Complain^{t}. which the Defend^{t}. Nellagunda Chitty then promised paym^{t} of as also that both the Defendants afterwards promised paym^{t}. thereof 3 sev^{l}. times within the space of 5 months. This Dep^{t}. knows not of any Particular Offers being made in regard to the s^{d}. Ball. or can fur^{r}. say to this Interry.

To the 3^{d}. Interry this Dep^{t}. saith that the Defendant Pandarum returned from Sea about 4 months ago but never heard any discourse pass between him and the Complainant That Pandarums ffather is in the Country the name of the place this Deponent is not acquainted with But saith he absconded on account of the present demand, he fur^{r}. saith that he is seen the Compl^{t}. lend money to the Defendants sev^{l}. times & that they were always tog^{r}. when the money was lent but for the most part Separate when they made any payments and more saith not to this or the last Interrogatory.

NELLATOMBY.

JOSEPH GITHIN
Exam^{r}.

NORRAINAPAH of Madras the Complainants Peon aged 58 yrs. or thereabouts being produced as a Witness in this Cause on the part of the Complt. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Dept. saith that he hath known the Complt. 35 years & the Defendants 15 years or thereabouts.

2d. To the second Interry this Depont. saith, that he knows of accounts that have passed Between the parties and that the Defts. Borrowed the Sum on which the present demand is founded of the Complainant, he ffur. saith that Accounts were settled between the parties when there appeared a Ball of 124 Pags. and odd fanams due to the Complt. which both the Defts. at that time as also at sevl. other times promised payment of. He likewise saith that he heard the Defendants offered to pay the Complainant the sum of 40 or 50 Pagodas in part of the above Ballance and to give him a Bond for the remr. and that the Complaint. refused to take any part thereof but Insisted on the whole.

To the third Interry this Deponent saith that he knows not in what year the Defendant Pandarum returned from Sea, nor did he ever hear any discourse pass Between him and the Complainant, That Pandarum's ffar. is in the Country, the Name of the place he cannot recollect but saith he Absconded on Account of the present Demand he furr. saith That he has seen the Complt. lend money to the Defts. and that they were always in Comp. togr. when they reced any money but were for the most part separate when they made any returns and more saith not to this or the last Interrogatory.

JOSEPH GITHIN *The mark of* NORRAINAPAH.
Examr.

AUCKEE LABBEE of Nagapatam Merchant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complaint. 10 years and the Defts. 10 months or thereabouts.

2d. To the second Interry this Deponent saith that he is acquainted with accounts which have passed Between the parties and that both the Defendants Borrowed the sum on which the present Demand is founded of the Complainant he further saith that accounts were settled between the parties and there appeared a Ballance of upwds. of an 120 Pagodas in favour of the Complainant which the Defendants then promised payment of and after that the [sic] offered to pay the Complt half the above Ball and to give him a Bond for the Remainder which the Complainant refused saying he Insisted on the whole debt together and more saith not to this, the third, or the last Interrogatory.

JOSEPH GITHIN AUCKEE LABBEE.
Examr.

TAUNGEE CHITTY of Madras Merchant aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwds. being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant and Defendant 30 years or thereabouts.

2d. To the second Interry this Deponent saith that he is acquainted with accounts that have passed Between the parties and that he heard before the Defendants Borrowed the Sum on which the present demand is founded of the Complaint. as also that a Ballance of 124 Pagodas odd ffanams when accounts were settled appeared due to the Complainant which both the Defendants then promised paymt. of as also 20 or 30 times afterwards within the space of twelve Months. He further saith that a time when he this Deponent, Aucker Labbee and Chittumbala Chitty were in Complainant the Defts. came and offered to pledge a quantity of Toys for 60

Pagodas which Sum they desired the Complainant would receive in part of the above Ballance and they would give him a Bond for the Remainder that the Complainant refused to take any part but Insisted on payment of the whole Ballance. The Defendants then desired this Deponent and the rest as above to entreat the Complainant on their Behalf who advised them to raise what money they could and promised their Endeavours to perswade the Complt. to take it, which the Defendants promised but neglected.

To the 3d. Interry this Deponent saith that he knows not in what year the Deft. Pandarum returned from Sea or of any discourse that may have passed between the Complainant That Pandarums father is in Munnapaucum where he absconded on Account of the present demand he further saith that he never was present when the Defendants borrowed any money of the Compl̃t or when they made any returns thereof neither can he say whether or no the Defendants were in Company or Separate when any money was so lent or repaid or further to these or the last Interrogatory.

JOSEPH GITHIN
Examr. TAUNJEE.

CHITTAMBALA CHITTY of Madras Merchant aged 44 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interr̃y this Deponent saith that he hath known the Complt. 25 years and the Defendants 15 years or thereabouts.

2d. To the second Interr̃y this Dept. saith that he heard the Defendants Borrowed the Sum on which the present demand is founded of the Complainant as also that accounts were settled between the parties and that a Ballance of 124 Ps. or thereabouts appeared due to the Complainant which the Defendants then Promised payment of. He further saith at a time when this Deponent Auckee Labbee and Taunjee Chitty were in Company with the Complainant The Defts. came and offered to pledge a quantity of Toys for 60 Pagodas which they desired the Complainant would receive in part of the above Ballance and take a Bond for the remainder That the Complainant refused to take part thereof but Insisted on payment of the whole Ballance, The Defendants then desired this Deponent and the rest as above to Entreat the Complainant for them who advised them to get what money they could and promised their Endeavours to perswade the Complaint. to take it which the Defendants promised but neglected.

To the 3d. Interr̃y this Dept. saith that he believes it is about three or four years since the Defendant Pandarum returned from Sea but never heard of any discourse he ever had with the Complt. That he heard the Deft. Pandarums ffather is in Munnapaucum and that he absconded on Account of the present demand he further saith that he never was present when the Complainant lent any money to the Defendants or when any Payments thereof were made neither can he say whether or no the Defendants were in Company when any money was so lent or repaid or further to this or the last Interrogatory.

JOSEPH GITHIN
Examr. CHITTUMBALUM.

RAGA CHITTY of Madras Merchant aged 31 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards Being Sworn and Examined Deposeth as follows.

1st. To the first Interr̃y this Deponent saith That he knows the parties Complainant and Defendants and hath so known them 20 years or thereabouts.

2d. To the second Interr̃y this Deponent saith that he is not acquainted with any Accounts that may have passed Between the parties neither does he of himself

know who Borrowed or Lent the money on which the present Demand is founded or of any Ballance being made Between the parties but saith that the Defendants sent for him this Deponent and desired him to go to the Complainant and tell him they wanted to settle the affair Between them and Begg'd this Deponent to use his Endeavours on their Behalf That this Deponent waited on the Complainant and delivered him the Defendants Message who replied it was Better to make it up and at this Depon^ts^. request went with him to the Def^ts^. who immediately brought a Bandage Beetle Nutt and 20 Pagodas thereon which they offered to the Complainant who refused the offer and said they treated him as a Begger and was surprized they could imagine he would take 20 Pagodas and a Little Beetle in Consideration of a debt of an 124 Pagodas and departed full of Resentment. This Deponent further saith that the Complainant afterwards shewed him the Def^ts^. Account and desired this Deponent and one Taunjee Chitty to carry it to the Def^ts^. who when they had perused the same acknowledged it to be just whereon this Deponent asked them how they could offer 20 Pagodas in discharge of a debt of an 124 Pagodas the Defendants's replyed they were very poor and were not able to discharge the whole debt and desired this Deponent and Taunjee Chitty to use their Endeavours to make it up for 50 or 60 Pagodas and more saith not to this or the last.

To the third Interrogatory this Deponent saith That he knows not in what year the Defendant returned from Sea or of any discourse he ever had with the Complainant That his ffather is at Munnapaucum where he absconds on account of the present Demand and more saith not to this or the last Interrogatory.

Joseph Githin
Exam^r^.

Ragee Chitty.

Vellapah Chitty of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complain^t^. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 25 years and the Defendants 20 years or thereabouts.

2^d^. To the second Interry this Deponent saith That he is Acquainted with Accounts that have passed Between the parties and that the Defendants Borrowed the Sum on which the present Demand is founded of the Complainant he further Saith that Accounts were settled between the Parties and that a Ballance of an 124 Pagodas and odd ffanams appeared in ffavour of the Complainant which the Def^ts^. then promised Payment off and afterwards offered to pay 50 Pagodas in part thereof and give a Bond for the Remainder which Plaintiff Consented to, To the third Interry this Deponent saith that it is about ffour or ffive years since the Defendant Pandarum returned from sea But knows not of any discourse that may have passed Between him and the Complainant That his ffather is at Munnacaupum [*sic*] where he absconds on Account of the present demand he further saith That he never see any money Lent by the Complainant to the Defendants neither does he know whether the Defendants were in Company together when they Borrowed or repaid any money to the Complainant and more saith not to these or the Last Interrogatory.

Joseph Githin *Exam^r^.*

Vellapah Chitty.

Additional Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on Behalf of the Complainant in a certain Cause wherein one Raga Chitty Taggapah is Complainant and one Baunagurra Nellagunda Chitty and Pandarum his Son is [*sic*] Defendants.

IMPRIMIS Do you know the parties Complainant and Defendant in this Cause or either and which of them Declare.

2d. To VEERAPARMALL CHITTY and WELLA CHITTY Item Do you know ought of the Accounts and Transactions now in Contract Between the Complaint. and Defendant if yea set forth all you know all you have heard and all you do Believe with the reasons of such your Knowledge or Belief Declare.

HENRY DEVEIL
Attorney for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Raga Chitty Teagapah ... ... Complainant.
and
Baunacurra Nellagunta Chitty and Pandarum his Son are Defendants.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examr. in this Court as follows.

VEERAPERMAUL of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29th. day of April 1745 Shewn at the Office of Mr. Wm. Dumbleton Atty. for the Defendant by Connecapa who left a Note of the name Title and place of abode of the said Veerapermaul and afterwards on the same day being Sworn and Examined Deposeth, as follows.

ffirst. To the first Interry this Deponent saith, That he knows the Complainant and Defendant and hath so known them 25 years or thereabouts.

Second. To the second Interry this Deponent saith that he is acquainted with the Accots. Between the parties that he knows the Defendants Borrowed several Sums of money of the Complainant in all to the Amount of ffour hundred and odd Pagodas several payments thereof being made their appeared when Accounts were ballanced the sum of 124 Pagodas and odd ffanams remaining due to the Complainant which sum he demanded of the Defendant Pandarum several times who as often promised payment but ffailed he ffurther saith after the Complainant commenced his Suit in the Honourable the Mayors Court the Defendant Pandarum came and offered to pay him 50 Pagodas in part of the Ballance and to give him a Bond for the Remainder which the Complainant refused, Pandarum then desired this Deponent to use his Endeavours to make the mre up Between them and that he would pay the Court Charges which the Complt. approved off But Pandarum ffaultered in his Agreement and more saith not to this or the last Interrogatory.

JOSEPH GITHIN *Examr.*

VEERAPERMAUL.

VELLA CHITTY of Madras Merchant aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith That he hath known the Complainant and Defendants twelve years or thereabouts.

2d. To the second Interrogatory this Deponent saith That he is Acquainted with the present Dispute Between the Complainant and Defendants, That the Defendants Pandarum came to this Deponent and sayd the Complainant had put him in Court for an 124 Pagodas and odd ffanams which he owed him and Desired this

Deponent to Entreat the Complainant to withdraw his Bill and he would pay the Court Charges That the Complainant withdrew his Bill at this Dep[ts]. request but Pandarum neglecting to pay the Court Charges according to his promise the Complainant ffyled a ffresh Bill and more saith not to this or the last Interrogatory.

JOSEPH GITHIN *Exam[r]*.

VELLAH CHITTY.

INTERROGATORIES to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Defendant in a certain Cause wherein one Pandarum Chitty is Defendant and one Raga Chitty Teagapah is Complainant.

TO ALL WITNESSES Imprimis Do you know the partys Complainant and Defendant in this Cause or either of them if yea how Long have you so known them or either of them and which of them Declare.

To Aundapa Chitty and Maury Chitty Item Do you know that the Defendant made a Voyage to Ceylon if yea what time did he set out on that voyage and when did he return from it Declare.

To all the Witnesses Item Do you know or can you say anything Material for the Defendant if yea set forth the same as you know have heard or do Believe with the reasons of such your knowledge or Belief Declare.

W[M]. DUMBLETON
Attorney for the Def[t].

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Raga Chitty Teagapah Complainant
and
Pandarum Chitty Defendant

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

AUNDAPA CHITTY of Madras Merchant aged 49 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th. day of April 1745 Shewn at the Office of M[r]. Henry Deveil Attorney for the Complainant by Connecapa who left a Note of the Name Title and place of abode of the said Aundapa Chitty and afterwards being Sworn and Examined Deposeth as follows.

ffirst. To the first Interrogatory this Deponent saith that he hath Known the Complainant thirty years and the Defendant sixteen years or thereabouts.

Second. To the second Interrogatory this Deponent saith that he knows the Def[t]. made a Voyage to Ceylon and that he set out on the 20th. or 25th. of September in the year 1735 that he Arrived at Nagoore in his Return from the said Voyage on the 10th. of August 1740 and came to this place 10 months after and more saith not to this or the last Interry.

JOSEPH GITHIN *Exam[r]*.

AUNDAPA CHITTY.

MAURI CHITTY of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complainant 25 years and the Defendant 22 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the Defendant made a Voyage to Ceylon That he set out on the 25th. of Sepr. 1735 and returned to this place on the 23d. of April 1741 but arrived at Nagoore ten months Before, and more saith not to this or the last Interry.

JOSEPH GITHIN *Examr.*

MAURI CHITTY.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 20th. day of August Anno Domini 1745.

Between Raga Chitty Taggapah of Madras Merchant Complt.

and

Bannacurra Nellacunda Chitty and Pandarum Chitty of the same place also Merchants Defendants.

THIS CAUSE coming on this day to be heard and Debated before this Court in the presence of the Complt and the Defendant Pandarum Chitty also the Attorneys on both sides, On hearing the Complts Bill the answer of Pandarum Chitty, the Replycation, the Rejoinder also the proofs taken in this Cause Read And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon, This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the Defendant Pandarum Chitty do pay unto the Complt. the full and júst Sum of P. 114. 4. 10 Current of Madras being the Ballance appearing to be due from the Defendants to the Complainant together with such Interest after the rate of 8 ℔ Cent ℔ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

℔ CUR
NOAH CASAMAJOR
Regr.

1st. MAY 1744.

TO THE HONOURABLE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Thombo Nina Chitty Merchant of Madras having had Sundry dealings with one Pomjee Corah Moota Nina Chitty also Merchant of the place aforesaid, he the said Pomjee Corah Moota Nina Chitty havg. occasion for a Sum of money did apply himself to your Orator for the Loan thereof, whereupon your Orator did advance and Lend him the said Pomjee Corah Moota Nina Chitty the full and just Sum of 40 Pags. Current of Madras which in Sterling money of Great Britain accounting 8s to each Pagoda amounts to £.16 or thereabouts for securing the Repayment of which Sum with Interest accruing thereon after the rate of Eight ℔ Cent ℔ Annum at or before the Expiration of one year from the date of the herein after mentioned Mortgage Bond he the said Pomjee Corah Moota Nina Chitty did sign and give unto your Oror one Mortgage Bond of a House and Ground Situate Lying and being Between the Houses of Nella Aundee and Chintomby in Nina Chitty's Street in the Peddanaigues Petty therein and thereby specifying that he had in consideration of the above mentioned sum of fforty Pagodas assigned and set over unto your Orator and his Heirs for Ever The above mentioned House and Ground subject Nevertheless to the usual Proviso in such Cases, that is to say If He the said Pomjee Moota Nina Chitty should well and truly pay or cause to be paid to your Orator or his Heirs the before mentioned Sum with Interest before the Expiration of the Prementioned Term then in such case the

said Mortgage Bond to become Void and of none Effect otherwise to remain in full fforce & Virtue which said Mortgage Bond bearing date in Fort S^{t}. George October the 15th. 1742 with the Title Deeds of the Mortgaged premisses is now in your Orators Custody and ready to be produced as this Honourable Court shall please to direct and your orator shews your Orator hath often and that in the most Amicable manner demanded payment of the before recited sum with Interest from him the said Pomjee Corah Moota Nina Chitty.

But now so it is may it please this Honourable Court the said Pomjee Moota Nina Chitty wilfully and obstinately refuses to give your Or̃or any manner of Satisfaction your orator therefore prays a General Relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

William Dumbleton
Att^{y}. for the Complainant.

Mayors Court at
Madraspatnam.

Tuesday the 27th. day of August Anno Dmi 1745 Between Thombo Nina Chitty of Madras Merchant Complain^{t}. and Pomjee Moota Nina Chitty of the same place also Merch^{t}. Defend^{t}.

On reading the Complainants Bill the Defendant being in Court acknowledg'd the Execution of the Mortgage Bond on which the Plaintiff sues and the Justness of his Demand and on due Consideration had this Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of 40 Pagodas Current of Madras Being the Principal money of the before said Bond together with such Interest after the Rate of 8 ⅌ Cent ⅌ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in Default of Payment at or before 21 days from the date hereof that the Mortgaged and Sequestred premisses now remaining unsold be sold and the money arising from such sale paid unto the Complain^{t}. in and towards the discharge of his said debt and Costs.

⅌ Cur
Noah Casamajor
Reg^{r}.

6TA March 1743

To the Honourable Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orators Mooda Moodalare and Dashapan Merchants of Madras having Sundry dealings with one Caudapaucum Woodundeapan of the place aforesaid also Merchant the said Caudapaucum Woodundeapan hav^{g}. Occasion for a Sum of money did apply himself to your Orators requesting the Loan thereof whereupon your Orator did advance and lend the said Caudapaucum Woodundeapan the full and just Sum of One hundred

accompting each Pagoda 8^{s} amounts to £.60 or thereabouts for Securing the Repayment of which sum with Interest accruing thereon the said Caudapaucum Woodundeapen did in and by one Mortgage Bond Assign and Set over unto your Orators one House situate in Ball Gruah's Street, between the Houses of Irishapah and Chintadree To have and to hold the said house unto your Orators and their Heirs for ever Subject nevertheless to the usual Proviso in such Cases which said Mortgage and 50 Pagodas Current money of Madras which in Sterling money of Great Britain Bond, which bears date May the ffifth 1744 tog^{r}. with the Title Deeds of the forement^{d}. Premises are now in your Orators Custody and ready to be produced when this

Honourable Court shall please to direct and your Orators shew they have often and that in the most amicable manner demanded payment of the forementioned sum with Interest from the said Caudapaucum Woodundeapen. But now so it is may it please this Hoñble Court your Orators have hitherto been able to maintain no manner of Satisfaction your Orators therefore pray such General relief touching the Premisses as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

William Dumbleton
Attorney for the Complainant.

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Complainant in a certain Cause wherein one Moodu and one Dashapan are Complainants and one Caudapaucum Woodundeapan is Defendant.

To all the witnesses Imprimis Do you know the parties Complãs and Defendant or either of them if yea how Long have you known them or either of them and which of them Declare.

2d. To Tonnapah and Veeraguah Item Do you know the Bond now shewn you if yea who wrote the same, who signed the same, was there to your Knowledge any Sum or Sums of money paid on account of this Bond if yea, how much was paid, who paid it, who was it paid to Declare.

3d. To all the witnesses Item Do you know any other matter or thing material for the Complainant in this Cause If yea set forth the same as you know have heard or do Believe with the reasons for such your knowledge or Belief Declare.

Wm. Dumbleton
Attorney for the Complaints.

Mayors Court at
Madraspatnam.

Between Moodu and Dashapan Compl̃ts.
and
Caudapaucum Woodundeepen Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Tonnapah of Saint Thoma Merchant aged 52 years or thereabts. being produced as a Witness in this Cause on the part of the Complainants was on the 20 day of March 1744/5 Sworn and Examined Deposeth as follows.

1st. To the first Interr̃y saith that he hath known the Complainant Moodu 10 years and Dashapan 15 years and the Defendant he hath known 30 years.

2d. To the second Interrogatory this Deponent further saith that he knows the Bond now shewn him at this his Examination marked N.C. Regr. that it was and signed by the Defendant and that the sum of One Hundred and ffifty Pagodas was paid on Account of the same by the Complainant Moodu to the Defendant and more saith not to this or the last Interrogatory.

Tonnapah.

Joseph Githin *Examr.*

Veeragua of Madras Conicoply to Mr. Lematue aged 37 years or thereabouts being produced as a Witness in this Cause on the part of the Complt. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interr̃y this Deponent saith that he hath known the Complainants and Defendant 5 years or thereabouts.

2d. To the Second Interry this Deponent saith that he knows the Bond now produced and shewn him marked N.C. Regr. and that it was wrote and signed by the Defendant he further saith that the Sum of 150 Pagodas was paid on account of the said Bond by the Complainant Moodu to the Defendant, and more saith not to this Interrogatory.

To the last Interry this Deponent saith that he was present when the Complainant Dashapan gave the above Sum to Moodu as also when Moodu paid it to the Defendant and that he then asked if the Defendant had Given a Bond the Defendant replied he had Given it two or three days before that the Complainant Moodu acknowledged they had received it and more saith not.

VEERAGUA.

JOSEPH GITHIN *Examr.*

INTERROGATORIES to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of Ann Walton relating to a pretended Mortgage Asserted by Dashapan and Moodu Moodelare on a House sold by Warrant Execution sued out of the Honourable the Mayors Court by the said Ann Walton against the Effects of Woodundee.

TO ALL THE WITNESSES Imprimis Do you know the Contending partys in this dispute or either and which of them and how long have you known them or either and which of them Declare.

2d. To SUBRAMONY, ERSAPAH, VIZEAPAH, IRSHAPAH, TREVENGALUM VENCATA KISTNA Are you any ways acquainted with the matter now depending Between the contending parties, Or do you know if either of the parties Concerned herein did at any time quit this place, if yea, who were they, where did they go, and on what Account, as likewise what became of their Effects, Is there any affinity Between either of them who to your knowledge were Deemed the persons Serving and belonging to them as particular and fully as your Memory will permit you Truly set forth whatever has past relating to the present dispute.

To VENCATA KISTNA was there at any time ought delivered you by either of the parties concerned in this affair, If yea, who was it delivered the same, what was it, where and at what time was you to deliver it and to whom with the particular Instructions you received concerning it Declare.

To TREVENGALUM was you ever Employed in Carrying Letters or Messages at any time to or from either of the contending parties, if yea, who were they that so employed you, where did you go to and all that you know passed on the Occasion as particular as your Memory will permit you Declare.

TO ALL THE WITNESSES Do you know any other matter or thing that can be of Service to the said Ann Walton relating to the present dispute if yea set forth the same to the best of your knowledge and Belief Declare.

ROBERT SLOPER
Attorney for the Original Complainant.

MAYORS COURT AT
MADRASPATNAM.

Ann Walton in her own Right
against
Dasheapah and Moodu Pretenders to a Mortgage on Woodundees House.

DEPOSITIONS of Witnesses taken on the part of Ann Walton by and before the Examiner in this Court as follows.

SUBRAMONEY of Madras Conicoply to Mr. Lewis Medeira aged 45 years or thereabouts being produced as a Witness in this Cause on the part of Ann Walton

was on the 26th. day of April 1745 shewn at the Office of Mr. Wm. Dumbleton Attorney for Dasheapa and Moodu by Connecapa who left a Note of the Name Title and place of abode of the said Subramoney and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To tht first Interry this Deponent Saith that he hath known Ann Walton 20 years or Thereabouts and Dasheapah and Moodu from their Infancy and Woodundee 30 years or thereabouts.

2d. To the second Interrogatory this Deponent saith that he is acquainted with the matter now depending Between the Contending parties and that he knows Woodundee left this place and went to Saint Thoma on Mrs. Waltons prosecuting a Suit against him in the Honourable the Mayors Court for money lent him on Bond That Dasheapah took what Effects was left who is Nephew to Woodundee and always acted under him as a Servant. This Deponent further saith That meeting with Moodu some time past this Deponent asked him how he and Dasheapah could pretend to have a Mortgage on Woodundees house knowing that neither of them ever had any money Moodu acknowledged his Incapacity But saith he saw Dasheapah pay the money down to Woodundee and more saith not to this or the last Interry.

SUBRAMONEY.

JOSEPH GITHIN *Examr.*

ERSAPAH Inhabitant of Madras Aged 40 years or thereabouts Being Prduced as a Witness in this Cause on the part and Behalf of Ann Walton and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath no knowl. of the Ann Walton or Moodu That he hath known Dasheapah 3 years and Woodundee 8 years or thereabouts.

2d. To the second Interry this Deponent saith not to any Particular Questions therein enquired off. To the last Interrogatory this Deponent saith that Woodundees Wife and Children some time past brought ffour or ffive Elephants Teeth and left them at this Deponents house. The next day Dasheapah and Woodundee's Wife came and took them away and more saith not.

ERSAPEN.

JOSEPH GITHIN *Examr.*

VIZEAPAH of Madras Dubash aged 32 years or thereabouts Being produced as a Witness on the part of Ann Walton and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent Saith that he hath known Ann Walton 12 years but hath no knowledge of Moodu That He knows Dasheapah and Woodundee and hath so known them 6 years or thereabouts.

2d. To the second Interrogatory this Deponent saith that he knows Woodundee did Quit this place and go to St. Thoma on Mrs. Waltons suing out of the Honourable the Mayors Court a Warrant of Execution against his House and Effects which were sold by virtue of the said Warrant. He further saith that Dasheapah is Woodundees Nephew and acted under him as a Servant and more saith not to this or the last Interrogatory.

VIZEAPAH.

JOSEPH GITHIN *Examr.*

IRSAPAH of Madras Conicoply aged 45 years or thereabouts being produced as a Witness on the part of Ann Walton and afterwards being Sworn and Examined Deposeth as follows.

1st. To the ffirst Interrogatory this Deponent saith that he hath known Ann Walton and Woodundee 20 years or thereabouts and Dasheapah and Moodu from their Infancy.

2^d^. To the second Interrogatory this Deponent saith that he knows Woodundee did quit this place and go to St. Thoma on Mrs. Waltons suing out of the Honourable the Mayors Court a Warrant of Execution against his House and Effects which were sold by Virtue of the said Warrant. He further saith that Dasheapah is Woodundees Nephew and acted under him as a Servant and more saith not to this or the last Interrogatory.

IRSAPAH.

JOSEPH GITHIN *Examr.*

TREVENGALUM of Madras Conicoply aged 44 years or thereabouts being produced as a Witness on the part of Ann Walton and afterwards Being Sworn and Examined Deposeth as follows.

1st. To the first Interr̃y this Deponent saith that he has no certain knowledge of Ann Walton that he hath known Dasheapa and Moodu 6 years and Woodundee 15 years or thereabouts.

2d. To the second Interr̃y this Deponent saith the he knows Woodundee quitted this place and went to St. Thoma on account of his Debt to Mrs. Walton but cannot say what Became of his Effects That Dasheapah is Woodundees Nephew and acted under him as a Servant. To the ffourth Interrogatory this Deponent Saith That Dasheapah Employed him to carry a Letter to Woodundee at St. Thoma and ordered him to tell Woodundee his House was to be sold the next day and to send Ten Pagodas for Expences That Woodundee declared he had no money which this Deponent repeated to Daccapah who went himself that Night to Woodundee and brought the money with him 15 days after Daccapah sent this Deponent with another Letter to Woodundee for 13 Pagodas which Woodundee sent by this Deponent and more saith not to these or the last Interr̃y.

JOSEPH GITHIN *Examr.* TREVENGALUM.

VENCATA KISTNAH of Madras a Servant in the Mint aged 35 years or thereabouts being produced as a Witness on the part of Ann Walton and afterwards Being Sworn and Examined Deposeth as follows.

1st. To the first Interr̃y this Deponent saith that he hath no knowledge of Ann Walton or Moodu that he knows Daccapa and Woodundee and hath so known them 8 years or thereabouts.

2d. To the second Interr̃y this Deponent saith That Woodundee quitted this place and went to Saint Thoma on Account of some difference with his Brothers and more saith not to any particular questions Inquired off in this Interr̃y.

To the third Interrogatory this Deponent saith That Woodundee at the time of his leaving this place gave him a little Escrutore and ordered him to deliver it to Chidde Saib at his House at Nine aClock at night and afterwards acquaint Woodundee thereof and more saith not to this or the last Interr̃y.

The Mark of VENCATA KISTNAH.

JOSEPH GITHIN *Examr.*

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 3d. day of September Anno Domini 1745 BETWEEN Moodu Moodelare and Dashapan of Madras Merchants Complainants and Caudapaucum Woodundee of the same place Merchants Defendants and Ann Walton of Madras Widow Complainant and Woodundee and Armagum of the place aforesaid Defendants.

THIS CAUSE coming on this day to be heard and Debated before this Court in the presence of the Attorneys on both sides on hearing the Bill of Moodu Moodelare and Dashapan a Decree of this Court bearing date the 25 Sepr. 1744 Between Ann

Walton and Woodundee and Armagum, Two minutes of this Court in the before mentioned Causes bearing date the 20th. day of Novr. 1744 an order of this Court bearing date the 27th. day of Novr. 1744 made in the afsd. Causes, also the Proofs taken on the part of Moodu Moodelare and Dashapan and Ann Walton read and on Examinã. of the matters in this Cause what was alledged on either side and due Consideration had thereon This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the money returned into this Court by the Sherriff thereof on the 20th. Novr. 1744 being 227. —. 72 ffor the Net Produce of the House and Effects of the Deft. Woodundee at the suit of the aforesaid Ann Walton and ordered to remain in the Cash of this Court until the Deciding of this Cause be paid unto the said Ann Walton in and towards the discharge of her debt and Costs and that the Bill of Moodu Moodelare and Dashapan do stand dismissed out of this Court with Costs.

℔ Cur
Noah Casamajor
Regr.

3d. Sepr. 1745.

To the Honourable the Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Hoñble Court your Oror Atteepetty Comrapah Merchant of Madras That Permaul Moodelare and Ram Chendrue Merchants of this place being in want of money made Applycation to your Oror for the Loan thereof and at whose request your Order [*sic*] did advance and Lend to them the said Permaul Moodelare and Ram Chendru the full and Just sum of Pags. 228 at the Receipt of which they the said Permaul Moodelare and Ram Chendru did sign and Give to your Oror one Mortgage Bond under their Hands as Security for the repayment of the said Pagodas 228 with Interest thereon at the rate of 8 ℔ Cent ℔ Ann. and did also therewith deliver and make over the Bills of Sale of Three Houses, Two situate in the Peddanaigues Petty the other in the Black Town The particulars of which will more fully appear by the said Mortgage Bond dated in ffort St. George the 19th. day of ffebruary 1734/5 and now in the possession of your Orator ready to be produced as this Honourable Court shall please to direct and your Orator shews that he has received Novr. 16th. 1741 of the Hoñble Company as Compensation for one of the said Houses pulled down Pags. 58. — 32.— 0. so that there remains due on the principal Ps. 169.— 4.— 0 which Togr. with the Interest that Became due thereon your orator has often in the most ffriendly manner requested of the said Permaul and Ram Chendru to pay. But now so it is May it please this Honourable Court your orator can obtain no manner of satisfaction in the premisses. To the End therefore that the said Permaul and Ram Chendru may upon their Corporal Oaths True and perfect Answer make to all and singular the Matters and things aforesaid as fully and truly to all Intents and purposses as if the same were here again repeated and Interrogated and be Decreed to make full payment of Principal and Interest that rems. due on their said Obligation should the Security already deposited prove Insufficient and that your orator may have such further and other Relief in the promẽs as shall be agreeable to Equity and Good Conscience.

Robt : Sloper.
Attorney for the Complainant.

Mayors Court at Madraspatnam.

Tuesday the 10th. day of September Anno Domini 1745 Between Attaputta Comrapa of Madras Merchant Complainant and Permaul Moodelare and Ram Chendru of the same place also Merchants Defendants.

On hearing the Complainants Bill read, The Defendants appeared by their Attorney in Court and acknowledged the Execution of the Mortgage Bond on which the Plaintiff sues and the Justness of his demand on due Consideration had This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the Defts. do pay unto the Complainant the full and just Sum of Ps. Fs. 169. 4. 0 being the Residue of the principal money of the before mentioned Bond together with such Interest after the Rate of 8 ℔ Cent ℔ Annum as now is or shall hereafter become due on the said Bond until full payment is made and also the Costs of this Suit and in default of payment at or before 21 days from the date hereof that the Mortgaged premisses be sold and the money arising from such Sale paid unto the Complt. in and towards the discharge of his said debt and Costs.

℔ Cur
Noah Casamajor
Regr.

20th. Augt 1745.

To the Honble the Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your orator Comache Moota Chitty of Madras Merchant That your Orator having had Sundry dealings with one Vancapuram Vancata Chitty also Merchant of this place on Ballance of Account Between your Orator and the said Vancaparam Vancata Chitty there appears due to your Orator from the said Vancaparum Vancatum Chitty the full and just sum of 112. 8. 20 the particulars whereof will more fully appear by Account Current hereunto annext for the Inspection of this Honble Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint and your Orator shews he has often in the most ffriendly manner applied to the said Comachee Moota Chitty to pay the before mentioned Sum being the Ballance due from the said Vancaparum Vancatum Chitty to your Orator But now so it is May it please this Honourable Court your Orator is unable to procure any manner of Satisfaction in the premisses. To the End therefore that the said Vancaparum Vancata Chitty may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things aforesaid as fully truely and to all Intents and purposses as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the sum of Pags. 112. 8. 20. together with such Interest as may appear due on the same from the date of said Account Current and that your Orator may have such further and other relief in the premisses as shall be agreeable to Equity and Good Conscience.

Robert Sloper
Attorney for the Complainant.

VANCAPURAM VANCATY CHITTY IN ACCOUNT WITH COMACHEE MOOTA CHITTY

Dr.							Cr.					
1744		Corgs. Ps.				1744						
April	30th.	To Muggodooties 7. 10. @ Pags. 9 Corge being the Prime Cost ... P 67 18 Profit alld. by Agreemt. ... 2 12	69	30	—	June	22	By Cash	20	—	—
							30	By Do.	25	—	—
						July	5	By Do.	18	—	—
							19	By Do.	2	9	60
							27	By Do.	10	—	—
									75	9	60
June	22d.	cos. To Muggadooties 12. 11½	117	24	—			By BALLANCE due	112	8	20
		Pagodas ...	187	18	—			Pagodas ...	187	18	—

MADRAS 27th. JUNE 1744.

ERRORS EXCEPTED

℘ ROBT. SLOPER

Attorney for the Complt.

Mayors Court at
Madraspatnam.

Tuesday the 10th. day of September Anno Dmi 1745 Between Comachee Moota Chitty of Madras Merchant Complainant and Vancaparum Vencata Chitty of the same place Merchant Defendant.

On hearing the Complainants Bill with an Account Current thereto annext read, The Defendant appeared in Court and acknowledged the Justness of the Complainants demand and on due Considera. had This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of 112. 8. 20 being the Ballance of the before mentioned Account together with such Interest after the rate of 8 ₱ Cent ₱ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and that the said sum be paid in proportion with the other demands on the Estate of the Defendant against which a Warrant of Execution hath lately Issued out of this Court at this Suit of Coja Muckertoom.

₱ Cur
Noah Casamajor.
Regr.

20th. Novr. 1744.

To the Honble The Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orator Tannapah Nina Chitty Merchant of Madras having had Sundry dealings with two Merchants of the same place Inhabitants named Tilla Chitty and Shadiah Chitty they having Occasion for a Sum of money did request the Loan thereof from your Orator who did advance and lend them Pagodas 219 for which they gave a Bond to your Orator dated the 10th. day of August in the year 1735 thereby binding themselves Jointly and Separately to repay your Orator the above Sum, And your Orator shews, your Orator hath received in part at Sundry times Ps. 190, so that there remains only 29 Pagodas Principal due to your Orator, which sum your Orator hath often in an Amicable manner demanded from the said two Merchants.

But now so it is the said Tilla Chitty and Shadiah Chitty both refuses to Give your Orator any manner of Satisfaction. Your Orator therefore prays such General Relief touching the premisses As to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

William Dumbleton
Attorney for the Complainant.

8th. January 1744.

The Separate Answer of Tilla Chitty of Madras Merchant Defendant to the Bill of Complaint of Tannapah Nina Chitty of the same place Merchant Complainant.

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the Manifold Errors Imperfections Incertainties and untruths in the said Bill Contained for Answer thereunto or unto so much thereof as he this Defendant is advised doth materially concern this Defendant to make answer unto He this Defendant answereth and saith.

That this Defendant or Shadiah Chitty this Defendants Bror who is now absent from the place never borrowed of the Complainant any ready money as is set forth in the Complainants Bill. The manner of the said Bonds being given was as follows.

This Defendant, One Comaty Kistna and the Complainant carried on a Joint Trade in Grain for some time. This Defendants part was to go abroad and purchase and then send it to his Partners who sold it here but the Complainants Transactions being far from satisfactory and to the prejudice of the Partnership, as also not sending what money he ought to this Defendant in the Country a dispute arose, which was Left to the Decision of other persons before whom it lay for 3 years and as this Defendant is Credibly Informed the said Persons was indebted unto the Complainant who in partiality to him and to the prejudice of this Defendant ordered that the Interest Bond now under Suit should be drawn in this Defendants ffathers name and obliged this Defendant to sign it with out permitting him to see the contents which when this Defendant was acquainted with he told the said persons who had undertook to Decide the affair that they had done him Injustice and gave them his reasons for it; They then Answered that if this Defendant would pay half the amount of the Bond they would deliver it to him which this Defendant did not then then agree to, so the matter was dropt and some time after this Def^t. and the Complainant was again concerned together in Trade till at length another dispute arose of the same nature with the former, that the Complainant had dealt unfairly in Partnership the Case was referred to Arbitrators, one of which was at the deciding the former dispute the other a new Man. These decided that no Interest should be paid on the Bond under Suit and that the Princ^l. should be paid at Pag^s. 10 ℔ Month, the other part of the dispute relating to Trade in Partnership was decided in favour of this Def^t. by a Ballance of Pagodas 2. 18. This Defendant declares he has paid in part of the said Bond now under Suit the sum of Pag^s. 199 altho' the Complainant sets forth in his Bill he has received no more than P^s. 190. This Defendant offered to pay the Complainant the remaining P^s. 20 and demanded his Bond which the Complainant refused and insisted on Interest notwithstanding it had been Ordered and agreed by the Arbitrators to the Contrary and accordingly ffiled his Bill against this Defendant. This Defendant therefore prays this Honourable Court to take the premisses into Consideration and oblige the Complainant to abide by the Decision of the Arbitrators and to deliver the said Bond on payment of the said Pagodas 20 which he is and always was ready to pay.

All which matters and things this Defendant is ready to averr maintain and prove as this Honourable Court shall please to award and humbly prays to be hence dismissed with his reasonable Costs and Charges in this Behalf most wrongfully sustained.

Robt. Sloper
Att^y. for the Defendant.

5th. March 1744.

The Replyc̃a. of Tonapa Nina Chitty of Madras Repliant to the answer of Tilla Chitty of the same place Defendant.

The said Replyant saving to himself all manner of Benefit of Exception to the Incertaintys Insufficiences and Untruths of the Defendants answer for Replycation thereunto saith that all and singular the matters and things in this Replyants Bill contained are true as they and every of them are therein alledged and expressed and that the answer of the Defendant to the said Bill is very untrue Imperfect and Insufficient in the Law to be replied unto and this Replyant further saith.

That this Replyant acknowledges to have Carried on a Joint Trade in Grain with the Defendant and one Commetty Kisnah but absolutely denies ever to have acted any thing to the Prejudice of the said Copartnership on the Contrary the whole money that Supported the said Trade was advanced by this Replyant and he detecting the other two partners in some ffraudulent practices Prejudicial to this Repliants Interest He thereupon demanded to have the Accounts clear'd not caring to have any further concern with them hereupon a dispute Ensued which was left to the Decision of certain Arbitrators who awarded that the Defendant should pay this Replyant Pagodas 219. and the other Partner Pag^s. 249 the Defendant not having ready money to pay agreeable to the Award did in the most Earnest manner entreat

this Repliant not to Distress him for the said money But to accept his Bond which should be discharged as soon as he could raise the money this Replyant prevailed on by his Entreaties and promisses of speedy paym^t^. accepted his Bond which Bond is that Individual one which this Repliant now sues.

Sometime after this Defendant came to this Replyant and represented to him, that he the Def^t^. had fallen into a way of Trade very advantagious to him but wanted a little money to carry it on, and if this Repliant would lend it him He did not doubt being able in a short time to repay the same with Interest and also his former Bond debt, this Replyant deceived by these fair pretences lent the Defendant money at that time But understanding shortly afterw^ds^. that the Defendant had Imposed on this Repliants Credulity and that he had no such means to get money as he pretended this Replyant demanded Immediate Repayment of that last Sum, The Defendant shuffled and Endeavoured to avoid Repayment and pretended if this Replyant would referr this matter to some Impartial persons He would make it appear to them that he had not deceived this Replyant. This Repliant did as the Defendant desired, who not being able to support what he said was ordered to repay this Repliant this is the substance of that affair which the Defendant artfully calls a Reentry into Copartnership in Trade. This Replyant doth deny that any dispute arising on the Bond now under Suit was referred to Arbitrators or that there was any such award made thereon as is set forth in the Answer Viz^t^. that no Interest should be paid thereon, or that the Principal should be paid at 10 Pag^s^. ₱ m^o^. What the Defendant would have understood an Award was no more than an Entreaty of the Arbitrators on Behalf of the Defendant who having complained to them that this Replyant pressed him for payment of the money due on the said Bond and threatned in case of non-payment to sue him in this Honourable Court the Arbitrators desired this Repliant not to be hard with him but to receive the said money at 10 ₱ Pag^s^. ₱ m^o^. but there never was any request of an abatement of Interest nor is it reasonable to suppose if there had that this Replyant would have Complied therewith after so much ill Treatment received from the Defendant as to the monthly payments of Ten Pagodas had the Defendant continued them Justly this Honourable Court had never been troubled with this Suit but he after paying Pag^s^. 190 made delay in payment of the remainder which Compelled this Replyant to take the Course he has, since the Commencement of this suit the Defendant came to this Replyant begging him to withdraw his Bill and when that was done he should be paid Principal and Interest but this Repliant having suffered by withdrawing Bills before and fforced to pay Costs and commence affresh Chose to be paid ffirst the Defendant finding he could do nothing with this Replyant without, Employed Chinna Moota Chitty to make the affair up who offered this Repliant the remaining Principal with 28¾ Interest and Costs but as this Replyants Account of Interest is much more he refused to accept the offer as to the Difference of Pag^s^. 9 let the Def^t^. produce a Receipt for it or prove payment of it.

All which matters and things this Repliant is ready to Averr maintain and prove and humbly prays as in and by his Bill of Complaint he has already prayed.

WILLIAM DUMBLETON
Attorney for the Replyant.

9TH. APRIL 1745.

THE REJOINDER of Tilla Chitty of Madras Merchant Defendant to the Replycation of Taunapah Nina Chitty of the same place Complainant.

THE SAID DEFENDANT Saving and Reserving to himself all manner of Benefit and Advantage of Exception to the Incertainties and Insufficiencies of the said Replycation Saith.

THE Replyant alledges that all the Money that supported the Joint Trade was advanced by him the Replyant, but this is absolutely false. This Defendant and Comate Kistnah were partners together when the Complaint came and desired to be admitted into their Partnership, to which they consented and he accordingly

gave in his Quota to the Stock. As for the Bond under Suit this Defendant now Asserts as in his Answer that it was drawn without his Knowledge and the signing of it was procured as therein set forth together with the offer made him by those who procured it at that time, of paying one half and the Bond should be given up.

THE Replyant Saying he afterwards lent this Defendant some money is also ffalse for the sum advanced was on Account of Partnership and what this Defendant has already set forth in his Answer is true relating to the Arbitrators that by a Verbal Award It was Ordered and Decreed this Defendant should pay no Interest and the Principal only at 10 Pags. ꝑ Month. This Defendant utterly denies ever to have desired the Complainant to withdraw his Bill promising to pay Principal and Interest. But this Deft. acknowledges that on the Commencement of this Suit this Defendant did apply to Chinna Moota Chitty a head of their Cast and acquainted him with the Repliants proceedings whereupon he sent for the Replyant and asked both partys Whether they would accept of a Proposal from him and make up their Difference, and told the Replyant that this Defendant should allow him the sum mentioned in the Replycation in Consideration of his staying so long for his money. But this Proposal was rejected by this Defendant as being too hard upon him The Arbitrators having appointed him to pay no more than Principal and also Considering the means used to procure the said Bond All which this Defendant can prove And further in regard to the Pagodas Nine, this Defendant acknowledges he has no Receipt to produce, but that his Account will shew that the Replyant had from him Ps. 8 in grain and one Pagoda in Cloth. What remains due on the Principal to the Replyant this Defendant is now willing nor did he ever refuse paying it So that it is plain this Suit owes its rise to the Malice of the Replyant, whose Aim therein is to Distress this Defendant and render him uncapable of ffollowing his present Business and this Defendant is ready to Aver maintain and prove all and everything and things as the same are herein and hereby set forth alledged and Expressed.

ROBT. SLOPER
Attorney for the Defendant.

INTERROGATORIES to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Complainant in a certain Cause wherein one Tannapa Nina Chitty is Complainant and one Tilla Chitty and one Shadiah Chitty are Defendants.

TO ALL THE WITNESSES Imprimis Do you know the parties Complainant and Defendant or either of them, if yea, how long have you so known them or either and which of them Declare.

2d. TO POINDEMILLA TONDAVA, COORAPATTEE ANANTIAH, VELLOOR KISNAH Item Do you know the Bond now shewn you marked W. D. if yea what money is due thereon, who is it due to, and who is it due from Declare.

3d. TO ALL THE WITNESSES Item Do you know or can you say any other matter or thing material for the Complainant in this Cause. If yea set forth the same as you know have heard or do believe with the reasons of such your knowledge or belief Declare

WILLIAM DUMBLETON
Attorney for the Complt.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN TANNIPA NINA CHITTY COMPLT.
TILLA CHITTY AND SHADIAH CHITTY DEFENDANTS.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

POINDEMILLA TONDAVA of Madras Rice Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th. day of May 1745 shewn at the office of Mr. Robert Sloper Attorney for the Defendants by Connecapa who left a note of the name Title and place of abode of the said Poindemilla Tondava and afterwards on the same day being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interry this Deponent saith that he hath known the Complainant 30 years and the Defendants 15 years or thereabouts.

2d. To the second Interry this Deponent saith That he knows the Bond now produced and shewn him at this his Examination marked W. D. That 219 Pagodas is due thereon from the Defendant Tille Chitty to the Complainant and more saith not to this or the last Interry.

JOSEPH GITHIN
Examr.

TONDAVA CHITTY.

CORAPATE ANANTIAH of Madras Merchant aged 80 years or thereabouts being produced as a Witness in this Cause on the part of the Complt and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interry this Deponent saith That he hath known the Complaint. 20 years and the Defendant Tilla Chitty 18 years or thereabouts but hath no knowledge of Shadiapa Chitty.

2d. To the second Interry this Deponent saith That he knows the Bond now shewn him at this his Examination marked W. D. That 219 Pas. is due thereon from the Defendant Tilla Chitty to the Complainant & more saith not to this or the last Interry.

CORAPATE ANANTIAH.

JOSEPH GITHIN
Examr.

VOOTALURE KISNAH of Madras Merchant aged 48 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interrogatory this Deponent saith That he hath known the Complainant 16 years and the Defendants 20 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the Bond now shewn him at this his Examination marked W. D. that 219 Pagodas is due thereon to the Complainant from the Defendant Tilla Chitty and more saith not to this or the last Interrogatory.

JOSEPH GITHIN
Examr.

VOOTALURE KISNAH.

INTERROGATORIES to be Exhibited to such Witnesses as shall be produced Sworn and Examined on behalf of Tilla Chitty in a certain Cause wherein the said Tilla Chitty is Defendant and one Tonnapah Nina Chitty is Complainant.

TO ALL THE WITNESSES Do you know the parties Complaint. and Defendants in this Cause, or either of them, and which of them, and how long have you known them, or either and which of them Declare.

2d. To Coopalla Moodelare, Nella Chitty, Yellapah Sidden & Ramaniah Do you know any thing relating to the matter now in dispute in this Cause If yea whatever passages or part thereof has occurred to your knowledge set forth as particular as your Memory will permitt.

Do you know any thing of a Bond now depending Between the Plaintiff and Defendant If yea, by whose Order was the Bond drawn, to whom was it given, and how came the same to be given as also in what manner was the same to be paid to the best of your knowledge Declare.

3d. Do you know or can you say any other matter or thing material for the Defendant in this Cause, if yea, set forth the same as you know have heard or do believe with the reasons of such your Knowledge or Belief Declare.

Robt. Sloper

Attorney for the Defendant.

Mayors Court at
Madraspatnam.

Between Tonnapa Nina Chitty — Complaint.
and Tella Chitty — Defendant

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Coopella Moodelare Poodupauck merchant Aged 52 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 13 day of June 1745 shewn at the Office of Mr. Wm. Dumbleton Attorney for the Complainant by Connecapa who left a note of the Name Title and place of abode of the said Coopella Moodelare and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 10 years and the Defendant 25 years or thereabouts.

2d. To the second Interry this Deponent saith that he is acquainted with the matter now in dispute Between the parties which arose about their Accounts relating to the Paddy Trade for the Adjustment of which two Arbitrators were appointed Vizt. Poindemilla Tondava and Corapalee Anantiah who ordered a Bond to be drawn which the Defendant signed without Inquiring into the Contents but on his hearing the Bond read to him afterwards said he thought it not reasonable he should pay Interest for money he had not Received That he had about 400 Pagodas due to him in the Country which when he Collected he would pay the Complainant, The Arbitrators said if he would pay down half the money then, they would Cancel the Bond. The Defendant replied he would have nothing to do with the Bond and went away Displeased. This Deponent ffurther saith that he heard the above Arbitrators and the Complainant sent for the Defendant the same night when the Complainant said he would advance the Defendant more money to purchase Paddy and agreed that the Defendant should pay the Bond off at 10 Pags. ℔ month and that he would not require any Interest thereon which the Defendant consented to he further saith that two years after this Agreement he heard that the above Poindemilla Tondava and one Naitu Nellam were appointed to adjust the matter between them a second time who determined that the Defendant should pay off the Bond at 10 Pagodas ℔ mouth and that no Interest should be allowed thereon That the Bond now depending between the parties is the same above mentioned drawn by the order of Poindemilla Tondava and Corapatee Annantiah and given to the Complt. and more saith not to this or the last Interry.

Joseph Githin

Examr.

The mark of Coopella Moodelare.

Nella Chitty of Madras Rice Merchant aged 80 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 35 years and the Defendant 10 years or thereabouts.

Second. To the second Interry this Deponent saith That the partys referred a dispute between them about Accounts to Poindamilla Tondava and this Deponent which they adjusted and there appeared a Ballance of 3 Pagodas and odd ffanams due to the Defendant. He ffurther saith that the Defendant desired they would then likewise settle a Bond the Complainant had for 219 Pagodas and that they replied they came not for that purpose but at the Defendants entreaty they determined that he should pay down 30 Pagodas in part & the rest at 10 Pagodas ℔ Month. The Complainant objected that the Interest of his Money was lost. This Deponent and said Tondava pleaded that the Defendants Circumstances were low and advised the Complainant to accept of his Principal first and doubted not but the Defendant would make him some Retaliation afterwards in Consideration of Interest. The Complainant disapproving of their Decision of the dispute to Chinna Moota Chitty and Cundapa Moodelare who sent for this Deponent and the said Tondava and after they had Inquired into the affair determined that the Complainant should be allowed 27 or 28 Pagodas Int. on the Bond which the Complainant not thinking sufficient ffiled a ffresh Bill. That the above Bond is now depending Between the parties but knows not by whose order the same was drawn or can further say more than what he has above related.

Nellain.

Joseph Githin
Exam^r.

Yellapah Merchant of Madras aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interrogatory this Deponent saith that he hath known the Complainant Six years and the Defendant 7 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows Pooindemilla Tondova and Nella Chitty about 4 years ago Examined the parties accounts for 3 or 4 days and on adjustment ffound the Complainant indebted to the Defendant on Ballance in the sum of 3. 18. 60 after that the Defendant desired they would then likewise settle a Bond in dispute Between him and the Complt. The above Arbitrators replied they came not for that purpose but at the Defendants Entreaty they determined that he should pay the Complt. down 30 Pagodas in part and the rest at 10 Pagodas ℔ Month. The Complt. insisted on Interest but the Arbitrators would not allow any he further saith That the above Bond is now depending between the parties but knows not by whose Order it was drawn or can ffurther say to this or the last Interry.

Yellapa.

Joseph Githin
Exam^r

Siddin of Madras Buzzar Merchant aged 40 years or thereabouts being Produced as a Witness in this Cause on the part of the Deft. and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interry this Deponent saith That he hath seen the Complaint. but hath no Certain knowledge of him That he knows the Defendant and hath so known him 10 years.

2d. To the second Interry this Deponent saith That meeting with Nella Chitty Poindemilla Tondava and the Defendant some months past he heard the said Nella Chitty and Pondemilla Tondava advising the Defendt. to pay off the Principal

of the Complainants Bond which they had determined to be Paid off at 10 Pagodas ℔ Month and promised when he had discharged the Bond to give him diet for one day and a Clout. This Deponent has no knowledge of the Bond now depending Between the parties Neither can he say by whose Order it was drawn or to whom it was Given and more saith not to this or the last Interrogatory.

JOSEPH GITHIN
*Exam*r. SIDDIN.

RAMANIAH of Madras Conicoply aged 46 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the first Interry this Deponent saith That he hath known the Complt. 20 years and the Defendant 6 years or thereabouts.

2d. To the second Interry this Deponent saith That he is not particularly acquainted with the mre in Dispute between the parties but saith when the Complainant ffirst put this Defendant in Court He the Defendant came with the Defendant Poindemilla Tondava and Nella Chitty and complained thereof to this Deponent who asked the said Tondava and Nella Chitty the Cause of their difference Poindemilla Tondava replied the dispute was about a Bond depending Between them and added that if the Defendant had paid half the money down when the Bond was made it would have been then Cancelled but as he did not it was Ordered to be paid at 10 Pags. ℔ Month and ffurther this Dept. knows not or can say to this or the last Interrogatory.

JOSEPH GITHIN
*Exam*r. SWORNUM RAMANIAH.

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10 Augt. 1736.

I KELLAVA CHITTY son of Davellacon Petty Chaddiah Chitty do hereby acknowledge to have Borrowed and Received of Ninah Chitty son of Tomba Chitty the sum of 219 Pagodas which Sum I promise to pay on demand with Interest at Nine ℔ Cent.

Signed by Tilla Chitty and Chaddien by Kellava Chittys Consent.

WITNESSES
Coropatee Anantiah.
Poindemilla Aunda Chitty.
Tondava Chitty son of Nellamootee Chitty.
Drawn by Mootee Chitty son of Collity Chitty.
Translate from a Cadjan said to be the Original.

JOSEPH GITHIN
*Exam*r.

Tella Chitty and Chaddiah Chitty

Dr.

1736 Augt. 10.	To a Bond running at Land Interest given in their ffather Collavah Chittys Name and signed by themselves, as if with their said ffathers Consent which Method is Customary amongst some sorts of People	219	15	—
	Interest thereon from the above date to Sepr. the 17th. 1745 @ 8 ℔ Ct. ℔ Ann.	159	75	40
	Carried over ...	378	15	40

Cr.

1741/2							
Janry	20	By Cash received ...	30	—	—		
Mar	2	By Do.	10	—	—		
1742							
April	2	By Do.	10	—	—		
May	2	By Do.	10	—	—		
June	10	By Do.	10	—	—		
July	11	By Do.	10	—	—		
Augt.	5	By Do.	10	—	—		
Sepr.	19	By Do.	10	—	—		
Octr.	2	By Do.	10	—	—		
Novr	15	By Do.	10	—	—		
Decr.	9	By Do.	10	—	—		
1742/3							
Janry	8	By Do.	10	—	—		
March	5	By Do.	10	—	—		
1743							
April	16	By Do.	10	—	—		
May	16	By Do.	10	—	—		
Sepr.	19	By Do.	10	—	—		
Sepr.	30	By Do.	10	—	—	190 — —	

By Interest on the above sums from their respective dates to Sepr. 17. 1745 @ 8 ℔ Cent ℔ Annum.

		Mos.	ds.				
On Pags.	30	is 43	26	... ...	8	27	68
on do.	10	42	14	... ...	2	29	72
on do.	10	41	14	... ...	2	27	41
on do.	10	40	14	... ...	2	25	10
on do.	10	39	6	... ...	2	22	6
on do.	10	38	5	... ...	2	19	48
on do.	10	37	11	... ...	2	17	55
on do	10	36	11	... ...	2	15	25
on do.	10	35	4	... ...	2	12	26
on do.	10	34	1	... ...	2	9	55
on do.	10	33	7	... ...	2	7	60

Brought over ...		378	15	40
Pagodas ...	378	378	15	40

Cr.

				Brought over ...			190	—	—
On Pags. 10	32	8	...	... 2	5	40			
on do. 10	30	11	...	... 2	—	72			
on do. 10	29	—	...	... 1	33	48			
on do. 10	28	—	...	... 1	31	16			
on do. 10	23	27	...	... 1	21	30			
on do. 10	23	16	...	... 1	20	38			
							45	3	70
							235	3	70
By Ballance due from them				... ...			143	11	50
				Pagodas ...			378	15	40

Fort St. George Sepr. 17th. 1745.

Errors Excepted

William Dumbleton

Attorney for the Complainant.

BETWEEN Tonnapa Nina Chitty Complainant
and
Tilla Chitty and Shadiah Chitty Defendants.

TO THE HONBLE THE MAYORS COURT AT MADRASPATNAM.

IN PURSUANCE of an Order made in this Cause on the 17th. Instant I have Audited the annext Account Current and do ffind the Ball of the said Account to be 143. 11. 50 due from the Defendants to the Complt as set forth in the said Account All which I Humbly Certify to this Honourable Court WITNESS my Hand in ffort St. George this 24th. day of Sepr. Anno Domini 1745.

NOAH CASAMAJOR
Regr

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 24 day of Septr. Anno Domini 1745 Between Tannapah Nina Chitty of Madras Merchant Complainant and Tilla Chitty and Shadiah Chitty of the same place also Merchants Defts.

THIS CAUSE coming on this Day to be heard and debated before This Court in the presence of the Complainant and the Defendant Tella Chitty and of the Attorneys on both sides, On hearing the Complainants Bill, The Answer of Tilla Chitty The Replyca, The Rejoinder, The Proofs taken in this Cause, An Order made in this Cause on the 10th. Instant Translate of the Bond on which The Plaintiff sues with an Account Current in pursuance of the before said Order another order made in this Cause on the 17 Instant and the Registers Report In pursuance thereof read And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant Tilla Chitty do pay unto the Complainant the ffull and Just Sum of 143. 11. 50 so much appearing
Ps 143 11 50 to be due from the Defendants to the Complainant according to the before mentioned Report and Account together with such Interest from the 17 day of this Instant Sepr. after the Rate of 8 ₱ Cent ₱ Annum as now is or shall hereafter become due thereon until ffull payment is made and also the Costs of this Suit.

₱ CUR
NOAH CASAMAJOR
Regr.

TO THE HONBLE THE MAYORS COURT AT
MADRASPATNAM.

20TH. NOVEMR. 1744.

HUMBLE COMPLAINING sheweth unto this Honourable Court your Orator Tombe Nina Chitty Merchant of Madras having had Sundry dealings with one Gruapah a Syrang also formerly an Inhabitant of the place aforesaid He the said Gruapah having Occasion for a sum of money did apply himself to your Orator for the Loan thereof whereupon your Orator did advance and lend the said Gruapah the ffull and just Sum of Pagodas 37 Current Money of Madras which in Sterling money of Great Britain accounting each Pagoda 8s. amounts to £. 14. 16 or thereabouts and for Securing the Repayment thereof with Interest accruing thereon on Demand He the said Gruapah did in and by one Mortgage Bond Assign and set over unto your Orator One House situate lying and being in Lascar street in the Peddanaigues Petty and it was in and by the said Mortgage Bond stipulated that the said Premisses therein mentioned should become the Property of your Orator and his Heirs for

ever Subject Nevertheless to the usual Proviso in such Cases and your Orator shews that the said Mortgage Bond bears date in Fort S^{t}. George the 3^{d}. day of June which was in the year of our Lord 1728 and is now in your Orators Custody ready to be produced as this Honourable Court shall direct which said Bond is drawn Obligatory to one Collapan Charree Tremaliapah Moodely but your Orator is the true proprietor thereof and lent the money due thereon And your Orator ffurther shews unto this Honourable Court that since the before recited Transactions happned the said Gruapah herein before mentioned has withdrawn himself out of the Districts of this Honourable Court and tho' your Orator hath made use of all amicable Measures to procure payment your Orator hath hitherto obtained no manner of Satisfaction.

Therefore your Orator prays a General Relief in the premisses, Such as to this Honourable Court shall seem agreeable to Equity and Good Conscience Is the end of the Bill.

William Dumbleton
Attorney for the Complainant.

Mayors Court at
Madraspatnam.

Tuesday the 24th. day of Septem^{r}. Anno Domini 1745 Between Tombo Nina Chitty of Madras Merchant Complainant and Gruapah Syrang of the same place Defendant.

Whereas on or about the ffourth day of Novr. 1744 the said Tombo Nina Chitty preferred his Bill in this Court against the s^{d}. Defendant Gruapa Syrang for the Recovery of the principal sum of P^{s}. 37 due on a Mortgage Bond with Interest thereon Whereupon a Summons Issued under the Seal of this Court commanding the said Defendant to appear on the 27th. day of the aforesaid Month at which time the Sherriff returned the said Summons that the Defendant was not to be found Whereupon a warrant of Arrest Issued against the said Defendant which was also at the day of the Return thereof returned by the said Sheriff, that he was not to be found and on the 5th. day of March 1744/5 at the request of the said Tombo Nina Chitty (he having made oath to the Truth of his debt to the satisfaction of this Court) a warrant under the seal of the Court Issued out directed to the Sheriff of Fort S^{t}. George Madraspatnam and districts thereof returnable the 2^{d}. day of April then next Ensuing Commanding him to Sequester the goods Chattells and Effects of the said Gruapah Syrang within his District, and Whereas on the 27th. day of March the Sherriff did make return of the said Warrant and did thereby Certify that he had by Virtue thereof sequestred a Mudhouse situate in Tenjalabas Street in the Muttal Petta between the houses of Tindall Alley and Lingama in length 45 ffeet and an half of a ffoot and in Breadth 13 ffoot with a piece of Ground adjoining thereto in length 24 ffeet and in Breadth 19 ffeet the property of the Defendant. And Whereas the usual Notice was given ffor the said Gruapah Syrang to appear and Answer the said Bill of Complaint Pursuant to the directions of his late Majesties Charter which Notwithstanding he neglected to do this Court taking the premisses into Consideration therefore think fit to Order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the ffull and Just sum of Thirty seven Pagodas Current of Madras being the Principal Money of the Mortgage Bond on which the Plaintiff sues together with such Interest after the rate of 8 ℔ Cent ℔ Annum as now is or shall hereafter become due thereon, until full payment is made and also the Costs of this Suit and that the Mortgaged and Sequestred premisses now remaining unsold, be sold, and the money arising from such sale paid unto the Complainant in and towards the Discharge of his said Debt and Costs.

℔ Cur
Noah Casamajor
Regr.

28TH. FEBRUARY 1743.

TO THE HONBLE THE MAYORS COURT AT MADRAS-PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court Your Orator Trevenbelum Pandarum of Madras Inhabitant has had Sundry dealings with one Govinda Chitty of the same place Inhabitant and merchant he the said Govinda Chitty having Occasion for a Sum of money did apply himself to your Orator requesting the Loan thereof whereupon your Orator did advance and lend unto the said Govinda Chitty the full and Just Sum of Pagodas 57 Current of Madras ffor securing the Repayment of which Sum the said Govinda Chitty did in and by one Mortgage Bond Assign and set over unto your Orator one Bond given by one Sattanee Tripoly and payable with Interest to the said Govinda Chitty the Principal sum being Ps. 200 these Mortgaged premisses your Orator had possion of some time and then desired Govinda Chitty to redeem them. Govinda Chitty ordered your Orator to send them to his the said Govinda Chittys house and he would return the Principal and Interest due thereon by the Bearer your Orator hereupon sent the said Bond by a person your orator could Confide in who after having kept the said Bond some time returned it to your Orator Saying he could not get the money from Govinda Chitty your Orator took the Bond and on perusing it found an Endorsement on it of Ps. 150 your Orôr Immediately made Enquiry how it came Indorsed but could get no satisfactory account of it hereupon your Orator forthwith acquainted Govinda Chitty of the Affair who in a Passion called this your Orôr many Opprobious Names and threatned to Complain to the Cast of your Orator unless your Orator would give him the said Govinda Chitty a ffresh Bond payable your Orator for the Sum for which the Endorsed Bond was Originally given by Sattane Tripoly, your Orator was obliged to Comply with those hard Conditions as Tripoly was then out of Town your Orator then first deducting what he had lent on the Mortgage gave the said Govinda Chitty a ffresh Bond for the remaining Principal being 143 Pags. some time after the above Transs. Tripoly came into the place and your Orator applied to him to know if he had paid any part of the said Bond which he had Given to Govinda Chitty for 200 Pagodas he answered No then your orator Informed him of the Endorsement and desired he would Give a ffresh Bond of the same Tenor and date. Tripoly Hesitated there-at for some time but at last gave such a ffresh Bond as your Orator required, your Orator straightway carried it to the said Govinda Chitty before mentioned and demanded to have his your Orators Bond for 143 Pagodas Delivered up to be Cancelled but the said Govinda Chitty hereupon replies no I have no Concern with Sattanee Tripoly You are my Debtor and I Expect you would pay me soon the Contents of your Bond or I shall Enter an Action against you in the Mayors Court you Look to Tripoly and get your money how you can. Thus May it please this Honourable Court stands the Case between your Orator and Govinda Chitty, your Orator therefore prays this Honourable Court will be pleased if it shall appear to them agreeable to Equity to Order the said Govinda Chitty to pay to your Orator his Principal sum of Pagodas 57 lent on the Mortgage also Interest thereon from the day 'twas lent to the day of payment also to deliver up your Orators Bond and to take from your Orator the Bond given by Sattane Tripoly and your Orator prays such ffurther and other General Relief in the premisses as to this Honourable Court shall appear agreeable to Equity and good Conscience.

WILLIAM DUMBLETON
Attorney for the Complainant.

THE ANSWER of Govinda Chitty Mercht. of Madras to the Bill of Complaint of Trevenbelum Pandarum of the said place a Noted Braminy.

THE Said Defendant saving to himself all Benefit of Exception to the Errors and Imperfections in the said Bill Contained for answer thereto or unto so much thereof as this Defendant is advised materially concerneth him this Defendant to Answer unto, he this Defendant answereth and saith.

That he admits he did Borrow of the Complainant the Sum set forth in his Bill and also that this Defendant did Deposit with the Complainant a Bond Given by Sattanee Tripoly for Pag^{s}. 200 the said being wrote by one Nellena a Conicoply to the Scavenger and Witnessed by Trevenbelum Pandarum the Complainant and Coja Mahamud.

This Defendant humbly Begs Leave to set forth and Explain to this Honble Court how this affair has been Transacted by the Compl^{t}. and what means has been made use of by him to Accomplish his ffraudulent designs. In the ffirst place when this Defendant had put the Complainant in possession of the Bond on Sattanee Trippoly for P^{s}. 200 the Complt in a Base and Wicked manner went to the said Sattanee Tripoly and told him as you are Indebted to Govinda Chitty by Bond the sum of Pagodas 200 which Bond I have in my Possession, and if you will pay to me part thereof, there shall then be Indorsed from off it Pagodas 150. This Sattanee Tripoly consented to having without doubt what he thought a sufficient Consideration for it accordingly Pag^{s}. 150 was Endorsed off from the said Bond without the knowledge or privity of this Defendant whose Property the said Bond was and with an Intent to Cheat and defraud this Defendant of what was due to him on it. But as it ffrequently happens when ill minded people Disagree, their is Disoverys [*sic*] made of their Actions. So it happned Between the Complainant and the said Sattane Tripoly for on their ffalling out, Sattanee Tripoly was for Confirming it that he had paid the Complainant the ffull Sum Endorsed off the Bond and the Complainant denied the same on which they had a Hearing before Thomas Eyre Esqr. who obliged them to be answerable by security for each to the other and declared his Opinion that neither of them was so Honest as they ought to be. By this means came to light the unwarrantable Actions that had passed between the Complainant and the said Sattannee Tripoly. This is the Real Fact and not as the Compl^{t}. Endeavours artfully to Insinuate that this Defendant sent to the Complainant for the said Bond promising to return the Principal and Interest due to the Complainant by the Bearer and then has Recourse to a Weak pretence for Sheltring his base designs namely that he sent the said Bond by a Person who he thought he could well have Trusted, but after keeping it sometime on the return of it, the Complainant pretends a Surprize on ffinding Pagodas 150 Indorsed off the said Bond, tho' at the same time he had been the sole Manager of it and had Cancelled and Cut of the head of the said Cadjan. When it came to the knowledge of the Defendant he was greatly astonished thereat, and Immediately declared he would Complain to the Governour of the abuses done him by the Complainant. But Vencata Swamy hearing of it desired it might be left to him to Mitigate the Matter and when he had Inspected into it, told the Complainant he had been Guilty of unwarrantable Actions and must therefore make this Defendant Satisfaction. The Complainant did then publickly declare that as the Bond on Settane Tripoly was for Pagodas 200 and that this Defendant had received from him the Complainant the Sum of Pagodas 57 That he the Complainant would give to this Defendant his Bond for the remainder being Pagodas 143 which he accordingly did to pacifye the Just resentment of this Defendant and also that this Defendant was to have nothing ffurther to say to Sattanee Tripoly: The said Bond for Pagodas 57 Given by this Defendant to the Complainant and is the Sum sued for, was likewise Cancelled notwithstanding the Evil Actions of the Complainants had been thus detected. Still they did not end here, for as he was equally in principals to the Carrying on so Wicked a design, he then proceeded further, and went to the said Nellana who wrote the said original Bond given by Sattanee Tripoly for Pagodas 200 and got him to draw another, after this was done, he thought it necessary to have the same Witnesses to this as was to the Original he himself being one, the other Coja Mahamud, who was then prisoner by order of this Honourable Court he therefore applied to the said Coja Mahamud to sign as a Witness to the fresh drawn Bond, promising at the same time, that if he would Consent thereto, that the Complainant would get him Released from his Confinement, but the said Coja Mahamud refused so to do, and some time after Informed this Defendant of what had passed. This Defendant humbly conceives the Complainants Views in Getting a ffresh Bond drawn and Witnessed by the same persons

who was to the Original, was a Management between the Complainant and the said Sattanee Tripoly in order to Cover and Disguise their Actions with relation to the Indorsing P^s. 150 off the Original Bond and also by such means to get from this Defendant the Bond the Complainant had given him for P^s. 143 when they had so done the said Sattanee Tripoly was to be sent away (which is now the Case) and this Defendant between them Defrauded of his Just Debt.

This Being the true state of the Case Between the Complainant and this Defendant This Defendant humbly hopes this Honourable Court will take it into their serious Consideration, that thereby the designs of such Evil disposed persons may be prevented, and their Actions Justly noticed by this Honourable Court.

All which Matters and things this Defendant is ready to aver maintain and prove and Humbly prays to be hence Dismissed with reasonable Costs in this Behalf most wrongfully Sustained.

Robt. Sloper.

22^D. May 1744.

The Replication of Trevenbelum Pandarum Replyant to the Answer of Govinda Chitty Def^t.

The said Repliant saving to himself all advantages of Exception to the Incertainties Untruths and Insufficiences of the Defendants said Answer for Replycation thereunto saith that all and Singular the matters and things in this Repliants Bill contained are certain true and sufficient in the Law to Demand an Answer and that the Defendants said Answer is very Imperfect & Insufficient in the Law to be Replied unto and this Repliant ffurther saith.

That one Sattanee Tripoly stood Indebted to the Def^t. in the Sum of P^s. 200 on a Bond and the Defendant did Mortgage the said Bond and likewise the Bill of Sale of a House, both to this Replyant for the sum of 57 Pa^s. which sum he the Defendants promised to repay and take up his Mortgage in Two Months time which as yet he has not performed and this Replyant Saith that upon asking the Defendant for the money the Defendant said let me have the Bill of Sale and I will Mortgage it elsewhere and pay you but this Replyant being Dubious of Govinda Chitty said bring a person to be bound for you and I will let you have the Bill of Sale. He accordingly brought a sufficient Security and had his Bill of Sale and when the Defendant had got the Bill of Sale in his Pos̃sion he never thought of paying this Replyant but came to this Replyant again and wanted the Bond for Pag^s. 200 and said that he would Mortgage that and pay this Replyant his debt and this Replyant saith that he was so Easy as to let the Defendant have the Bond on giving security for it; and this Replyant saith that after the Defendant had Endeavoured to mortgage the said Bond at several places, but could not, the Def^t. brought again the Bond to this Replyant who said to the Def^t. Sattanee Tripoly is Indebted to you Pagodas 200 on this Bond, if you are willing I will send it to him and let him pay the Bearer what you owe me, and let him Endorse of the same on the Back and return it, accordingly a person carried the Bond to Sattanee Tripoly and demanded the Sum due from the Defendant to the Replyant desireing he would pay the same and endorse it on the Back. Sattanee Tripoly said that he would pay Pagodas 50 and Endorse that, the Bearer say'd pay me the money down and then you may Endorse it, Sattanee Tripoly said you shall have the money Instantly let me see the Bond, who no sooner had got the Bond into possession but Immediately Endorsed as this Repliants Messenger supposed P^s. 50 on the Back thereof paid, and then gave the Bond and the person asking for the money Sattane Tripoly say'd, My Brother is not at home, stay till he comes and you shall have it, but this Repliant saith that the person staid till 9 o Clock at Night and no Brother came, so finding there was no hopes of the money the person returned to this Replyant with the Bond and related what had passed and then went home And this Replyant saith that in

the Morning looking on the Bond he ffound on the Back thereof some Gentue writing which this Replyant could make nothing of, so taking it to a person that understood Gentues he ffound that instead of Pag^{s}. 50 he had Endorsed Pag^{s}. 150, which surprized this Replyant and Immediately this Replyant went to the Defendant and acquainted him thereof saying " you gave me leave to send the Bond to Sattanee " Tripoly for to get the sum you owe me who promised to pay P^{s}. 50 and Endorse it " but instead of P^{s} 50 he has Endorsed P^{s}. 150 at this the Defendant grew angry " and said what is it to me see you that, and make it up as you can, you must be " Answerable to me for it, afterward this Repliant and the person that carried the Bond went to Sattanee Tripoly and said to him, you have done a villainous Action by Endorsing P^{s}. 150 instead of P^{s}. 50 which you promised to pay but have not, Tripoly Swore point blank he had paid this Replyant P^{s}. 150 which the Defendant hearing of, a Quarrell Ensued Between this Repliant and the Defendant who made a Complaint to Audeapa and Vencata Swamme who sent a Companys Peon to ffetch this Replyant and Sattane Tripoly who Mitigated the Affair thus, Sattanee Tripoly says he has paid you P^{s}. 150 you deny it, still " you two can agree you must make " some satisfaction to Govinda Chitty. This Replyant denied to comply herewith, " then Audepah say'd it is Nothing but Justice that the Defendant should have some " recompense for his Bond therefore do you make a Bond for P^{s}. 143 payable to " Govinda Chitty which with the P^{s}. 57 he owes you will just make up the amount of " his Bond Pag^{s}. 200, and when Sattanee Tripoly and you have made up matters, Get " Sattanee Tripoly to Draw up a ffresh Bond payable to Govinda Chitty for P^{s}. 200 " and bring the same to me And I will see you paid your Pagodas 57 and see that you " have your Bond of Pagodas 143 returned you Audeapa's proposal this Replyant to make all things Easy complied with, and then made his Complaint to Thomas Eyre Esqr. against Sattanee Tripoly who sent for him and Inquired into the matter and appointed the next Morning to make an End of it, but the next Morning Sattanee Tripoly (through ffear and dread) in the presence of three persons made a ffresh Bond to Govinda Chitty in the same manner as the former which he Delivered to this Replyant saying he was sorry for what he had done, and that if the same had come before the Justices he should have been punished, after this, this Replyant carried the Bond to Audeapah and Vencaty Swamme and desired them to get his Pagodas 57 as also the Bond for Pagodas 143 Audeapa sayd get the Bond signed by Coja Mahamud and then you shall have your money and Bond Coja Mahamud being then in the Town hall Cockhouse both this Replyant and Sattannee Tripoly went to him and desired him to Sign to the Bond but he refused, by reason the Defendant Govinda Chitty advised him to the Contrary and also advised Sattane Tripoly to leave this place by reason he was not able to pay the Debt and as he had a Bond from this Replyant He (the Def^{t}.) thought himself secure as he Imagined he could come upon this Replyant for the debt and this Replyant saith that the Def^{t}. being Indebted to this Repl^{t}. in the sum of P^{s}. 57 and being unwilling or unable to pay it has occasioned those debates and Troubles.

And this Repliant is ready to averr maintain and prove the same as this Honourable Court shall award and humbly prays as in and by this Replyants Bill he had already prayed.

William Dumbleton
Attorney for the Replyant.

10th. July 1744.

The Rejoinder of Govinda Chitty to the Replycation of Trevenbelum Pandarum.

This Defendant Saving and reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the many Errors Uncertainties, Untruths & Imperfections in the said Replycation contained saith that this Def^{ts}. Answer is certain True and Sufficient in the Law to be Replied unto, and he ffurther saith.

That the Complainant has ffiled his Replycation with Notorious ffalsitys and which this Defendant does not in the least doubt but to make plain and Obvious to this Honourable Court by undeniable Proofs and as one Instance towards the same begs leave to annext hereto Translate of an Agreement given by one Nellana to Padda Nague son of Moortie Naigue bearing date the 13 day of May Anno Domini 1744 by which together with such Proofs this Defendt. can give to Support the same, it is humbly presumed it will clearly appear to this Honble Court That the Complainant has had recourse to unwarrantable practices in order to Support and carry him thro' the affair now depending.

This Defendant thinking it needless to trouble this Honble Court with a Long and Tedious Rejoinder by particularizing on the many ffalsitys set forth in the Complainants Replycation. Further saith as in and by his said Answer he hath already say'd and doth and will averr and maintain all and every thing and things therein to be true and certain in such manner and fform as they and every of them are therein alledged and Expressed.

Robert Sloper
Attorney for the Defendt.

Translate of an Agreement given by Nellana the Scavengers Conicoply to Peddanaigue, son of Moortee Naigue Dated this 13th. day of May Anno Domini 1744.

Whereas Peddanaigues Son of Moortee Naigues has deled a Bond to my Care which he received from Trevenbalum Pandaram I hereby oblige myself to retain the same in my Possession, until such time as they, the said Peddanaigues and Pandarum shall meet before me and mutually agree for the Delivery thereof. I likewise hereby acknowldge to have in my Possession the Bond Pandarum has given Peddanaigue for Twnety Pags. having promised Peddanaigue that sum as a present in Case he gains his Cause agt. Govinda Chitty, which Bond I hereby promise to deliver up when Judgment shall be given in ffavor of Pandarum, as also to deliver the discharge Pandarum has given Paddanaigue, now in my Custody, if Connecapa will declare the witness is sufficient.

drawn and signed by Nellana.

Translated from a Cadjan say'd to be the Original, as near as it will admit.

Joseph Githin
Examr.

10th. April 1744.

To the Honourable The Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Honble Court your Orator Govinda Chitty Merchant and Inhabitant of Madras having had sundry dealings with one Trevenbelum Pandarum also Inhabitant of this place, By which means the said Trevenbelum Pandarum became Indebted to your Orator the sum of Ps. 143 and for which sum the said Trevenbalum Pandarum did give to your Orator one Cadjan Note or Writing Obligatory under his Hand Bearing date the 19th. day of August which was in the year of our Lord 1743 thereby Obliging himself to pay the same to your Orator on demand with Interest thereon at the rate of Nine ℔ Cent ℔ Annum Translate of said note or Bond is hereunto annexed for the Inspection of this Honourable Court, Original of which is in the Possession of your Orator.

And your Orator shews that he has frequently in the most ffriendly manner demanded payment of the same from the said Trevenbelum Pandarum but has often been put off with ffrivolous Excuses, till at last the said Trevenbelum Pandarum in

order to Intimidate your Orator and shift off if possible from Answering your Orators Just demand, Filed a Bill in this Honourable Court against your Orator for Ps. 57 your Orator thereunto has made Answer, referrence thereunto being had will more fully Inform this Honourable Court the several Proceedings of the said Trevenbelum Pandarum and your Orator ffurther shews, that the said Trevembelum Pandarum absolutely refuse to give your Orator any manner of Satisfaction in the premisses.

To the End therefore that the said Trevenbelum Pandarum may upon his Corporal Oath True and perfect answer make to all and every the matters aforesaid as fully truly and Effectually to all Intents and purposses as if the same was here again repeated and Interrogated and be Decreed to Discharge his said Obligation to your Orator by paying the Principal and Interest that is or may become due thereon and that your Orator may have such further and other Relief in the premisses as may be Agreeable to Equity and Good Conscience.

Robt Sloper
Atty. for the Complainant.

19th. August 1743.

I Trevenbelum Pandarum do hereby acknowledge to have Borrowed and Received of Govinda Chitty Son of Polliata Chitty the Sum of 143 Pagodas Current of Madras which sum I promise to pay on demand with Interest at Nine ₰ Cent.

Trevenbelum Pandarum.

Witness.
Vencata Swamme.
Vencata Kistnama.

Drawn by Monnelly Chinatomby.

Translated from a Cadjan said to be the Origl.

Joseph Githin,
Examr.

The answer of Trevenbelum Pandarum Defendant to the Bill of Complainant of Govinda Chitty.

This Defendant saving to himself all Benefit of Exception to the Errors and Imperfections in the said Bill contained for Answer thereunto or unto so much thereof as he this Defendant is advised materially doth concern him this Defendant to make Answer unto He this Defendant Answereth and Saith.

That he admits it to be true that he did give the Complainant a Bond for the sum of Ps. 143 But this Defendant did never receive any valuable Consideration for the same and how this Defendant came to give the Complainant such a Bond, shall hereafter be set forth The Complt did Mortge to this Defendant one Bond for Pagodas 200 due and payable from Sattanee Tripoly to the Complainant for the sum of Pagodas 57 which Bond the Complainant promised to take up in Two months time and that time being Expired and this Defendant making a Demand of his money the Complainant said if you will let me have the Bond I will see and procure you your money and upon the Complainants giving this Defendant good Security for his Money this Defendant did Give the Complainant his Bond. But the Complainant not being able to raise any money on the Bond brought it back again and delivered to this Defendant and this Defendant saith that by the liberty of the Complainant he did send the said Bond to Sattane Tripoly and requested him to pay to this Defendant the Pagodas 57 due from the Complainant and Indorse the same on the back of the Bond. Sattanee Tripoly said that he would pay Pagodas 50 and taking the Bond did instead of Indorsing 50 put down One hundred and Fifty which this Defendant discovering Immediately acquainted the Complainant thereof who sayd he had nothing to Say to

it for the Bond was Mortgaged to him and that he must make it Good then this Defendant went to Sattanee Tripoly and Challenged him with his Knavery and afterwards the Complainant went and made a Complaint to Audeapah who sent for Sattanee Tripoly and this Def^t. And upon Examining them Tripoly Swore point Blank that he had paid this Defend^t. P^s. 150 which he had Endorsed on the Back of the Bond upon Saying of which Audeapah said to this Defendant you must make Govinda Chitty some satisfaction for his Bond therefore until you can make it up without Trippoly do you Give Govinda Chitty a Bond for Pag^s. 143 which by Discounting the P. 57 that he owes you Just makes up the amount of his Bond of Pa^s. 200 due from Tripoly, And this Defendant saith that by the perswasions of Audeapah he did Give the Complainant a Bond for P^s. 143 afterwards this Defendant made Complaint to M^r. Eyres against Tripoly by which means this Defendant got a ffresh Bond from Tripoly for P^s. 200 in the same manner as former and Carried the same to Audeapah who sent for the Complainant to come and take his Bond and to pay this Def^t. his Pagodas 57 and to deliver him up his Note for Pag^s. 143 which the Complainant promised to do, but as yet never has performed And this Defendant saith that he is no ways Indebted to the Complainant but that the Complainant now stands Indebted to this Defendant in the sum of P^s. 50 ready money lent and also upon Bond P^s. 143.

All which Matters and things this Defendant is ready to Averr maintain and prove the same as this Honourable Court shall award and humbly prays to be hence dismissed, with his reasonable Costs and Charges in this Behalf most Wrongfully sustained.

William Dumbleton
Att^y. for the Defendant.

The Replycation of Govinda Chitty Complainant to the Answer of Trevenbelum Pandarum Defendant.

10th. July 1744.

The said Replyant Saving to himself all Advantages of Exception to the Incertainties Untruths and Insufficiencies of the Defendants said Answer for Replycation thereunto saith That all and singular the matters and things in this Replyants said Bill Contained are true as the same are therein set forth and alleged and that the Answer of the said Defendant to the said Bill is very untrue Imperfect and Insufficient to be replied unto; For that this Replyant saith the Defendant has performed and made up such an Answer as he thought might best Suit his purpose without the least regard to Truth, and then has the Presumption to Swear to the same but this will be no matter of Surprize when this Honourable Court shall be Informed of the Practices made use of by the Defendant to Cover and Screen his Vile and Wicked practices. This Replyant therefore thinks it needless to Trouble this Honourable court with a Reply as long as the Defendants Answer, But in a word to say, the ffoundation of the said answer is Layed in Equity and without doubt the Structure raised from it, tho' ever so Artfully Complied or put together must ffall when Truth appears.

And this Defendant is ready to Averr Maintain and prove the same as this Hoñble Court shall award and humbly prays as in and by his said Bill he hath already prayed.

Rejoinder General.

Robt: Sloper
Attorney for the Complainant.

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Complainant in a certain Cause wherein one Trevembelum Pandarum is Complainant and one Govinda Chitty is Defendant.

To Vancaty Swamme, Angriah and Chinna Woodundee Imprimis Do you know the parties Complainant and Defendant in this Cause if yea, how long have you so known them or either and which of them and do you know anything relating to the present dispute if yea set forth (by Virtue of the Oath you are under) all you know Concerning the present dispute with the manner how it came to your Knowledge also how long have you known it Declare.

William Dumbleton
Attoy. for the Complt.

Mayors Court at
Madraspatnam.

Between Trevenbelum Pandarum Complainant
and Govinda Chitty Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Vencata Swamme of Madras Dubash aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th. day of May 1745 shewn at the Office of Mr. Robert Sloper Attorney for the Defendant by Connecapa who left a Note of the name Title and place of abode of the said Vencate Swamme and afterwards on the same day being Sworn and Examined Deposeth as ffollows.

ffirst. To the ffirst Interrogatory this Deponent saith that he hath known the Complainant 6 years and the Defendant 10 years or thereabouts.

second. To the second Interrogatory this Deponent saith in regard to the matter in Dispute That the Defendant having Mortgaged a Bond given him by Sattane Tripoly for 200 Pagodas to the Complainant for 57 Pas. he the Complainant permitted the said Sattanee Tripoly to Endorse on the Bond 150 Pagodas of which the Defendant being Informed was going to Complain thereof to the Late Governour Benyon but was Intercepted by this Deponent at the Complainants request and Entreated to make the Matter up which was then adjusted by the Complainants giving a Bond for 143 Pagodas which sum with the 57 Pagodas the Complainant had lent the Defendant made up the Amount of Satanee Tripoly's Bond above mentioned, he ffurther saith it was then agreed between the partys that if the Complainant could get a ffresh Bond of Sattanee his Bond for 143 Pagodas should be returned him and more saith not to this or the last Interrogatory.

Vancatee Swammee.

Joseph Githin
Examr.

Angria of Madras Painter aged 56 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Deponent saith That he hath known the Complainant Ten years and the Defendant ffour years or thereabouts.

2d. To the second Interrogatory this Deponent saith That on his demanding the Sum of 25 Pagodas of the Defendant he being Indebted To this Deponent in that Sum the Defendant replied he had no money But if this Deponent could recover of Sattanee Tripoly the money he owed him on a Bond which was then Mortgaged to the Complainant he might repay himself and the Complainant and return him the Remainder whereon this Deponent went Immediately for the Bond which he ffound in the hands of one Naindu who requested that this Deponent would return the Bond to him again which he did after he had attempted in vain to recover the Contents and more saith not to this or the last Interrogatory.

Joseph Githin
Examr.

Angria.

INTERROGATORIES to be Administred to such Witnesses as shall be produced Sworn & Examined on behalf of the Complainant in a certain Cause wherein one Govinda Chitty of Fort S^t^. George Merchant is Complainant and Trevenbelum Pandarum of the said place is Defendant.

TO ALL THE WITNESSES Imprimis do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2[d]. To VENCATEE SWAMMEE, VERRAPERMAUL and PEDDA NAIGUE Look at the Bond now shewn you at this the time of your Examination marked R. S. read the same and declare what Knowl̃ you have thereof, for what sum it is Given, and to whom given by, and what Account was it given, you are also desired to set forth the particulars of all you know Concerning a Bond formerly given by one Tripoly to the now Complainant for Pagodas 200 whose hands the same fell into and by what means, what practices have been since used with such Bond how far the now Defendant Trevenbelum Pandarum hath been Privy to, aiding or assisting in such practices, as also how far he hath been Interested in such Transactions. Know Yea of any Reward being given and who gave and received the same, how it was discovered, what Excuses the Defendant made on such discovery, how the matters were afterwards made up and before whom, as also, upon what Terms. Is this Bond now shewn him marked R. S. any part of such Concession, or Agreement betwixt the parties what did the Defendant say at the time of Giving this Bond sued for, to be the sum of Pag[s]. 143 Declare.

3[d]. To PEDDANAIGUE by himself Do you remember any Overtures of reward or Consideration being made by or to any person if Yea who made such offers, to whom were they made, and what Earnest thereof was Given, where is it lodged, and why was it lodged and when was it to be given see the Cadjan now shewn you at this the time of your Examinã marked R. S. N°. 2 and set forth the particular of what you know concerning it.

4th. To HENRY DEVEIL Did one Tripoly ever in his life time apply to you to go to M[r]. Eyres in his Behalf if Yea what was you Desired to say on the Occasion and what Answer did you receive from M[r]. Eyre concerning the parties with Tripoly to you about the now Defendant declare.

6th. To GOSSAM LABBEE Did the Defendant ever request any ffavour of you, if yea what did he desire you to do for him did you Comply with his Request If Nay your reasons for not Complying, did you hear him or Any other person mention ought about the present dispute if yea set forth all you know, all you have heard, and all you do Believe, with the reasons of such your Knowledge or belief declare.

TO ALL THE WITNESSES do you know any other matter or thing that may be of service to the Complainant in this Cause.

ROBERT SLOPER,
Att[y]. for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Govinda Chitty Complain[t].
and
Trevenbelum Pandarum Defendant.

DEPOSITIONS of Witnesses taken by and before the Exam[r]. in this Court as follows.

VENCATA SWAMMEE of Madras Dubash aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th. day of May 1745 shewn at the Office of M. W[m]. Dumbleton Attorney for the Defendant

by Connecapa who left a Note of the name Title and place of abode of the said Vencata Swammee and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the ffirst Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant six years or thereabouts.

2d. To the second Interrogatory this Deponent saith that the Bond marked R. S. shewn him now at this his Examination is given by the Defendant to the Complainant for 143 Pagodas on Account of some ill practices used with a Bond given by Sattane Tripoly to the Complt. For 200 Pagodas the particulars of which are as follows. The Complainant having Mortgaged the said Bond of Satane Tripoly to the Defendant for 57 Pagodas The Defendant permitted Sattane Tripoly to Endorse on the back 150 Pagodas of which the Complainant being Informed was Going to Complain thereof to the late Governor Benyon but was Intercepted by this Deponent at the Defendants request and Intreated to make the mre up which was then adjusted by the Defendants giving the Bond now shewn for 143 Pagodas which sum with the 57 Pas. the Defendant had lent the Complainant made up the Amount of Satane Tripolys Bond above mentioned he further saith it was then agreed between the partys that if the Defendant could get a ffresh Bond of Satane Tripoly his Bond for 143 Ps. should be returned him but the Defendant Neglected to procure it, This Deponent knows not of any reward being offered by or to any other person on any account or can further say to this or the last Interrogatory.

JOSEPH GITHIN
Examr.

VENCATA SWAMME.

VEERAPERMAUL of Madras Dubash aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interry this Deponent saith that he hath known the Complainant and Defendant ffour years or thereabouts.

2d. To the second Interry this Deponent saith that he heard the Bond now shewn him marked R. S. was given by the Defendant to the Complainant for an 140 Pags. on an account of an Endorsement on Satana Tripolys Bond for 200 Ps. which the Complainant had Motgaged to him he further saith that he heard Satana Tripoly say the Defendant brought his Bond as above to him, and that he had Endorsed of the Bond Ps. 150 or thereabouts for which he sayd he had Satisfied the Defendant But mentioned not in what shape. This Dept. further saith That the Complainant having heard of the Transactions (but cannot say by whom) demanded back his Bond so Endorsed saying he was ready to Clear off the Mortgage whereon the matter was made up before Vancatee Swammee by the Defendants giving the above Bond for an 143 Pagodas and more saith not to this or the last Interrogatory.

VEERAPERMAUL.

JOSEPH GITHIN
Examr.

PEDDE NAIGUE of Madras Petty Merchant aged 31 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 8 years and the Defendant Ten years or thereabouts.

2d. To the second Interrogatory this Deponent saith that the Bond now shewn him marked R.S. was given by the Defendant to the Complainant for 143 Pagodas on account of some ill practices used with a Bond given by Satanee Tripoly to the Complt. for 200 Pagodas The particulars of which are as follows.

The said Satane Tripoly being Indebted to the Complainant in the sum of 200 Pagodas gave him a Bond for the payment thereof, The Complainant afterwards being streigthned for money borrowed the Sum of 57 Pagodas of the Defendant on Mortgage of the said Bond of Satane Tripolys, after that the said Satanee Tripoly came with the Defendant to this Deponents house one Evening and ordered this Deponent to bring a Lamp and an Iron Pen when the Defendant gave Satana Tripoly his Bond for 200 Pagodas which the Complainant had mortgaged to the Defendant as above and Sattane Tripoly Endorsed thereon in two places the several sums of Ps. 80 odd and 60 odd; Then Satana Tripoly departed and as he was Going out said he would send the Defendant the ffirewood to the amount of 27 ffanams he had promised and the Defendant ordered this Deponent to go with Satana Tripoly and bring 10 Ps. which he would give him but Satanee Tripoly having no money by him gave this Deponent a Gold sash to pledge which he did and gave the Defendant the 10 Pagodas he received thereon ten days after this Deponent went to the Defendant and asked him how he could be Guilty of so base an Action with Satane Tripoly and that if the Complainant should come to the Knowledge of it they must Expect to loose their Ears and this Deponent being privy to the Act must hope for the same ffate. The Defendant thereon drew a ffresh Bond in Imitation of that the Complainant had Mortgaged to him as near as he could and carried it to Gossam Labbee to sign he being a Witness to the Original Bond endorsed as above. But he refused to set his name thereto because the Complainant was not present, whereon this Deponent fearing the Event discovered the whole practice himself to the Complainant who Immediately went with an Intent to Complain of the Villany to the late Governour Benyon but was prevented by Vancate Swamme who advised him to make it up telling him he would inevitably ruin the parties concerned and immediately sent for the Defendant who when he came prostrated himself at the Complainants ffeet confessed he had Committed an Error and begged for mercy; The matter was then made up before Vancate Swamme by the Defendants giving the Complainant the Bond now shewn for Pagodas 143 which with the sum the Complainant hal lent the Complainant made up the amount of the Bond Endorsed as above and more saith not to this Interrogatory. To the third Interry this Deponent saith that he the Defendant made overtures of Reward to this Deponent which follows; The Defendant delivered 3 Cadjans into the hands of one Nellana Chitty Vizt. one containing a Bond payable to this Deponent for 20 Pagodas one Containing a discharge of the sum of 19 Pags. this Deponent and the Defendant and the third a Certificate to clear this Deponent of having been Concerned in the endorsement of Satane Tripolys Bond mortgaged to Defendant by the Complainant as above. That these three Cadjans were to Continue in the said Nellana's Custody till the Cause was decided when if it happened in the Defendants ffavour he was to deliver them to this Deponent he further saith that the Cadjan now shewn him marked R.S. No. 2 contains Nellana's acknowledgment of the Receipts of the aforesaid Cadjans as also thereby obliged himself to Deliver them up on the decision of the Cause as above and more saith not to this or the last Interrogatory.

Pedda Nague.

Joseph Githin
Examr.

Henry Deveil of Fort St. George Merchant aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as folls.

1st. To the ffirst Interry this Deponent saith That he hath known the Complainant 3 Years and the Defendant 8 years or thereabouts.

4th. To the ffourth Interry this Deponent saith that he remembers one Tripoly a Conicoply did some time before his departure apply to him to go to Mr. Eyres to explain an affair to him by which he the said Tripoly was in danger of being Injured as he said by a Trick of Pandarum Trevenbelum which he thus Explained. He desired this Deponent to acquaint Mr. Eyre that he the said Tripoly stood Indebted to Govinda Chitty the now Complt. on a Bond That the said Govinda being in

Necessity mortgaged the said Bond to Trevenbelum Pandarum that Pandarum brought the Bond to Tripoly and pretended to have purchased his Bond of Govinda and offered to let Tripoly Endorse of the Bond a large Sum for a small Consideration. Tripoly believing Pandarum had bought the Bond did pay him a small sum and was permitted to Endorse of Pag^s. 143 to the best of this Deponents remembrance but Govinda who was the Proprietor of the Bond having got Notice of these Transactions made a Complaint and Pandarum finding no way to shun being brought to Justice tore the Endorsement of the Bond and that being also discovered he called Govinda before Vancata Swamme and other heads of the Inhabitants and after many Intreaties desired to take the Old Bond he had suffered to be Endorsed upon himself and to make the said Govinda amends gave him a new Bond for as much money as the Old Bond contained deducting what he had already lent upon it when Mortgaged. This is what this Deponent was desired to relate to M^r. Eyre who answered that both Pandarum and Tripoly deserved to loose their Ears for that he believed Tripoly was privy to the Transactions and knew the Bond was only Mortgaged and not purchased as pretended which Tripoly denied and more saith not to this or the last Interrogatory.

Henry Deveil.

Joseph Githin

Exam^r.

Gossam Labbee of Madras Merchant aged 27 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 3 years or thereabouts.

5th. To the fifth Interry this Deponent saith that the Defendant did request of him to Witness a Copy of a Bond given by Satane Tripoly to the Complainant for Two hundred Pagodas which this Deponent had signed to as a Witness, telling this Deponent that the Original Bond was lost and that the Bond he then brought was drawn by Nellanah who drew the Original as also that Satana Tripoly who gave it was present but this Deponent refused to Witness the said Copy without the Complainants Approbation and more saith not to this or the last Interrogatory.

Joseph Githin

Exam^r.

Gossham Mahomud.

Mayors Court at
Madraspatnam.

Tuesday the 24th. day of September A.D. 1745 Between Trevenbelum Pandarum of Madras Inhabitant Complainant and Govinda Chitty of the same place Merchant Defendant

and

Between Govinda Chitty of Madras Merchant Complainant and Trevembelum Pandarum of the same place Inhabitant Defendant.

These Causes coming on this day to be heard and debated before this Court in the presence of the partys and of their Attorneys on both sides, On hearing the Bill of Trevenbelum Pandarum, The answer of Govinda Chitty, The Replycation, The Rejoinder with Translate of an Agreement thereto annext. The Cross Bill of Govinda Chitty with Translate of a Cadjan Bond under the Original Complainants hand dated the 19 August 1743 thereto annext the Cross answer of Trevembelum Pandarum the Replycation and Rejoinder also the Proofs taken in these Causes read and on Examination of the matters in these Causes what was alledged on either side

and due Consideration had thereon This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Original Bill of Trevenbelum Pandarum do stand dismissed out of this Court and that the Cross Defendant Trevenbelum Pandarum do pay unto the Cross Complainant Govinda Chitty the full and just sum of 143 Pagodas Current of Madras being the principal money of the Before mentioned bond together with such Interest after the rate of 8 ₰ Cent ₰ Annum as now is or shall hereafter become due thereon until full payment is made and Also the Costs of both suits.

PER CUR

NOAH CASAMAJOR

Regr.

7th. May 1745.

TO THE HONBLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your Orator Joseph de Cunha D Essa Merchant at present residing in Madras, that your Orator did Espouse the Daughter of one Fransisco Gonsalves late of Madras but deceased and your Orator shews it was Stipulated and agreed betwixt your Orator and the said Gonsalves, that your Orator should receive as a Dowry with his said Espouse the full and just sum of Pagodas 1000 Current of Madras that sum having been also given with his other daughter but for as much as the said Gonsalves did alledge this money was abroad and therefore he could not immediately spare the whole he therefore paid your Orator at the time of Marriage only 750 Ps. & the remaining sum of 250 Ps. your Orator was giving to understand it should be forth coming soon after But the said Gonsalves departing this life his last Will and Testament proved in this Honble Court sets forth that he the Deceased did will your Orators wife should receive the sum of 1000 Pagos. to the end she might not murmur at having less than her Eldest sister or words to that Effect.

BY which paragraph as well as what passed at the time of Marriage your Orator always understood he was to receive 1000 Ps. at one time or other but instead of that sum the deced and his Executor together hath only paid your Orator 910 Pagodas deducting 90 Pagdas or 12 ₰ Ct. under a Clause in the said Will that, that sum is accounted for by batty on Trivelloor Pagodas.

BUT your Orator begs leave to shew that pretence cannot hold good because Your Orators Contract of Marriage was after those Pagodas were cryed down by the Governour and Council of this place, after which all manner of Contracts whatever is understood to be in the Current Pagodas, Unless particularly mentioned to the contrary in any Bargain or Contract as by the Order hereunto annext appears so that your Orator prays the Judgment of this Honourable Court, whether the Deceased's Estate shall pay the Deficiency or your Orators said ffortune when the deceased himself in his will allows of 1000 Pagodas and your Orator has received only 910 Ps.

To the end therefore that the said Executor by name Don Jeronimo may upon his Corporal Oath true and perfect Answer make as also that the deceaseds Widow and lawfull Heirs be also Summoned to set forth and say Jointly or Separately why he or they have not paid the deceaseds debt before his Trust is delivered up according to the Tenour of all Wills and that the said Widow and Heiress by name Manoela de Souza Rodoallis, with the said Executor do answer all the Matters aforesaid as fully truly and effectually to all Intents and purposses as if the same were here again repeated and Interrogated and that the said Executor and Heiress or one of them be decreed to pay your Orator the said difference of 90 Ps. Current of Madras and therefore your Orator may have such further and other relief in the premisses as may be agreeable to Equity and good Conscience.

HENRY DEVEIL

Attorney for the Complainant.

Extract of an order of the President and Council of Fort S^t. George bearing date and affixed at the Gates of the Town the 9th. April 1741.

Ordered by the presdnt and Council that no other Pagodas than such as are coined in the Honourable Companys Mint of 80 Touch shall from hence forth be deemed the Current money of this place and all Contracts made for Current money shall be understood to be due and payable in the said Pagodas of 80 Touch, and none other Provided that this order shall not hinder any of the Merchants or others from making their Bargains or Contracts for any other moneys which they may think most for their Interest but if the particular money is not Specified at the making such Bargains or Contracts it shall be understood that the payment was intended to be made in the said Pagodas of 80 Touch coined in the Companys Mint.

A true Copy.

Witness

Jno. Savage. *Secty.*

11th. June 1745.

The Joint Answer of Jeronimo de Ita Executor to the last Will and Testament of Francisco Gonsalves deced and of Manoela de Sousa Rodoalho widow and Heiress to the said Francisco Gonsalves to the Bill of Complaint of Joseph da Cunha D Essa.

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and advantage of Exception to the manifold Errors Imperfections Incertaintys and Untruths in the said Bill Contained, for Answer thereunto or unto so much thereof as these Defendants are advised doth materially concern these Defendants to make Answer unto these Defendants answereth and saith.

That the Complainant must be Erroneously deceived (might so favourable a Term be given it) if he did not know the first Introduction of his Complaint was Notoriously false, when he says that it was Stipulated and agreed Between the said Francisco Gonsalves and the Complainant that he the Defendant should receive as a Dowry with his wife Christiana Daughter of the said Francisco Gonsalves the full & just Sum of 1000 Pagodas the Contrary of which will fully appear by The said Marriage Contract, made and signed by the said ffransiso [*sic*] Gonsalves deced and the Complainant and regularly witnessed by the Notary or Publick scrivener of the Roman Church Translate of which is hereunto annext for the Inspection of this Honourable [*sic*] and these Defendants pray the same may be admitted as part of these Defendants Answer which said Marriage Contract fully sets forth the marriage Dowry agreed on to be no more than Pagodas 750. The same is also Confirmed in the last Will and Testament of the said Francisco Gonsalves to which these Defendants humbly referr and also beg leave to observe that it is therein mentioned that he the said Francisco Gonsalves does Will and bequeath the further sum of 160 Pagodas to his Daughter Christina and how the Complainant can offer to demand, or expect these Defendts. to pay to him a larger sum than the said Francisco Gonsalves by his said Will has Bequeathed these Defendants are at a loss to account for therefore these Defendants humbly Submit it to the Consideration of this Honourable Court whether the Complainant has any right to demand or these Defendants are obliged by Law to pay any further sum to the Complainant then is directed by the said Will.

All which matters and things these Defendants are Ready to averr maintain and prove the same as this Honourable Court shall award and humbly prays to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

Robt. Sloper
Attorney for the Defendants.

On the 15th. day of May in the year 1741 I Notary and Publick scrivener of the Roman Catholicks of this Town of Madraspatnam was sent for by ffrancisco Gonsalves Inhabitant of the place aforesaid who being present as also Joseph da Cunha D'Essa He the said ffransisco Gonsalves told me that his second Daughter by name Christina was contracted to be married to the said Joseph da Cunha D'Essa on the following conditions, to wit, That his said Daughters portion was 600 Pagodas of Good and Current of this place and 150 Ps. in Jewells for her Use all which the said Francisco Gousalves promised to Exhibit on her Marriage And the said Francisco Gonsalves further saith that in Case his said Daughter should die (which God forbid) without having any Children the said Joseph Da Cunha D'Esa should be obliged to return one Moiety of the portion he receives as it appears by this Writing in faith of their being thus Contracted in the presence of the Revd. ffather the Judge. The Contracting parties together with the said Judge signed these presents and I Notary and publick Scrivener signed it also after my usual manner the same day and Year first above written.

FRANCO. GONSALVES.
JOSEPH DE CUNHA D ESSA.

FR. THOMAS CAP M͂AP.
FRCO. DE SQRA. PEIXOTO.
Publick Scrivener.

TRANSLATED from the Original. NOAH CASAMAJOR.

RECEIVED the full amount of the Contract on either side Vizt. 189 Pagodas in Jewells and in Good and Current money 561 which make togr. the sum of 750 Pagodas this 13th. June Anno Domini 1741.

JOSEPH DA CUNHA D'ESSA.

TRANSLATED from the Original.

NOAH CASAMAJOR.

18th. June 1745.

THE REPLICATION of Joseph da Cunha D'Essa to the answer of Jeronimo de Ita and Manoela de Souza Rodoalho.

THIS REPLYANT now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the manifold Errors Incertainties and Untruths in the Defendants said Answer for Replication thereunto saith that all and singular the said matters and things in this Repliants bill contained are true as the same are therein alledged and that the answer of the said Defendants to the said Bill, is very evasive Imperfect and Insufficient to be replied unto and this Repliants also saith.

THAT the Defendants avoid answering the most material matter on which this Complainant [sic] is founded, this Replyant referrs to the Testators last Will and urges that in defence of his present Claim the Defendants in Answer preferrs the marriage Contract Alledging that because it is drawn for 750 Pas. that this Replyant is intitled to no more, this Contract is already allowed of in the Bill of Complaint but this Replyants Claim is chiefly supported by the deceased's last Will which says to this Effect Vizt. "I declare to have two Daughters one Joana and the other Christina. "I married Joana to Robert Stringfellow and gave her a 1000 Ps. dowry I also "married Christina to Joana da Cunha d'Essa and gave her 750 Pagodas after her "Marriage when no bulse seal'd Pagodas Circulated as they did at the time we "contracted the Marriage but the Star Pagodas which is 12 ℔ Cent better then "Bulsed Pagodas and amounted to 90 Pagodas."

THIS Replyant begs the Notice of this Honourable Court that the Testator by the foregoing Paragraph would have it understood to this Replyants prejudice that the Sealed bulse Pagodas passed Current at the Contract of Marriage which is false

for they were Cried down before the Contract of marriage and none but Star Pagodas then Current for the Star Pagodas was Current the 26 April 1741 N.S. and this Replyants Contract of Marriage bearing date 15th. May 1741 which is a month after the Star Pagodas were made Contract and to shew that the Testator did intend this Repliant 1000 Pags. tis observable he says in his Will that he gives the further sum of Pags. 160 that she (meaning this Replyants Wife) should not Murmur at her Sisters had more than her.

If then the Testator intended this Replyants Wife should have equal with her Sister, 'tis plain she must have 1000 Pagodas or otherwise the intent of the Testator is not fulfilled, by this Replyants having been paid 90 Pagodas less than 1000 Ps.

All which matters and things this Repliant is ready to aver maintain and prove as this Honourable Court shall Direct and humbly prays as in and by his said Bill is already prayed.

Henry Deveil
Atty. for the Replyant.

Rejoinder Genl.

Mayors Court at
Madraspatnam.

Tuesday the 1st. day of October Anno Domini 1745 Between Joseph da Cunha D' Essa of Madras Merchant Complainant and Jeronimo de Ita Executor of the last Will and Testament of Francisco Gonsalves late of the same place Merchant deceased, and Manoela de Souza Rodoalho Widow to and Residuary Legatee of the said Francisco Gonsalves, of the same place also Defendants.

This Cause coming on this day to be heard and Debated before this Court in the presence of the Attorneys on both sides, On hearing the Complainants Bill with an Extract of an Order of the President and Council thereto annext The Defendants joint Answer with Translate of the Complainants Marriage Contract and of a Receipt for his Wife's fortune thereto annext The Replycation The Rejoinder and the last Will and Testament of Francisco Gonsalves deceased as far as relates to the matters in dispute read, and on Examination of the matters in this Cause what was alledged on either side and due Consideration thereon This Deponent doth therefore think fit to order & decree, and doth accordingly Order and decree that the Defendant Manoela de Souza Rodoalho do pay unto the Complainant the full and just sum of Rs. 90 Ps. 90 Current of Madras (so much appearing to be due to the Complainant to make up the Sum of 1000 Ps.) which sum it appears to this Court that the Testator Francisco Gonsalves intended to make up to his Daughter Wife to the Complainant by his said Will and also the Costs of this Suit, and that the Complts Bill do stand dismissed as to Don Jeronimo de Ita.

℔ Cur
Noah Casamajor
Regr.

To the Honble the Mayors Court at Madraspatnam.

The Humble Petition of Fenwick Golightly

Sheweth

That your Petitioner being Informed that the Office of an Attorney of this Honourable Court is become Vacant by the death of Mr. Henry Deveil humbly prays to be admitted to fill the said Vacancy In which Office your Petitioner will behave diligently and ffaithfully to the satisfaction he hopes of this Honble Court and as in duty Bound shall ever pray &c.

William Dumbleton
Atty. for the Petr.

Mayors Court at
Madraspatnam.

Tuesday the 22d. day of October Anno Domini 1745.

The Petitioner Fenwick Golightly is admitted and Sworn an Attorney of this Court.

₱ Cur
Noah Casamajor
Regr.

27th. Augt. 1745.

To the Honble Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Robert Sloper Merchant of Madras That one Tomby Chitty Merchant and Inhabitant also of Madras being in want of Money did apply himself to Mrs. Ann Crawford for the Loan thereof who complying with his request he the said Tomby Chitty did sign and Give unto the said Mrs. Ann Crawford one Promissory Note for 800 Pagodas Current money of Madras payable with Interest at 8 ₱ Cent ₱ Annum on demand as ₱ Copy of said note hereunto annexed will appear the Original being in your Orators Custody ready to produce as this Honourable Court shall please to direct in part of which as ₱ Endorsements on the said Note, Tomby Chitty hath paid in part Pags. 90, so that the Principal due on the said Note in Pas. 710 which in Sterling money of Great Britain accompting each Pagoda 8s amounts to £.284 or thereabouts the Property of which Note (by his Marriage with the said Mrs. Ann Crawford) is now become your Orators by Virtue of which Right your Orator hath often and that in the most ffriendly manner demanded payment of the said debt from the said Tomby Chitty.

But now so it is May it please this Honble Court the said Tomby Chitty wilfully and Obstinately refuses to give your Orator any manner of Satisfaction Your Orator therefore prays a Genl. Relief in the Premisses such as to this Honourable Court shall appear agreeable to Equity and good conscience Is the End of the Bill.

William Dumbleton
Atty. for the Complainant.

Fort St: George 3D. Decr. 1743.

I Tomby Chitty do hereby acknowledge to have Borrowed and received of Mrs. Crawford the sum of 800 Ps. Current of Madras which I promise to pay on demand with Interest at the rate of 8 ₱ Cent ₱ Annum Witness my hand.

Pags. 800 — —.

Witness
Robt. Sloper.

Signed by
Tomby Chitty *in Gentues.*

Mayors Court at
Madraspatnam.

Tuesday the 22d. day of October Anno Domini 1745 Between Robert Sloper Husband to Ann Crawford of Madras Merchant Complainant and Tomby Chitty of the same place also Merchant Defendt.

On hearing the Complainants Bill, with Copy of a Bond under the Defendants hand for Pagodas 800 dated the 3d. December 1743 thereto annext read and it appearing to this Court that the Defendant hath been served with the regular process to answer the Complainants Bill but wilfully and obstinately refusing so to do, on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree That the Defendant do pay unto the Complt. the full and just Sum of 710 Ps. Current of Madras being the residue of the principal money of the before mentioned Bond, Together with such Interest after the rate of Eight ℘ Cent ℘ Annum, as now is or shall hereafter become due on the said Bond, until full payment is made and also the Costs of this Suit, the Complainant having made Oath to the truth of his Demand.

℘ Cur
Noah Casamajor
Regr.

22d. October 1745.

To the Honourable The Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orator Nellapen Inhabitant of Madras that one Arralapen also Living and residing in this place being in want of money applied to your Orator for the loan thereof upon which your Orator did advance and lend to the full and just Sum of 94 Ps. Current of Madras to secure the Repayment of the same with Interest thereon at the rate of 8 ℘ Cent ℘ Annum he the said Arralapen did sign and Give unto your Orator one Cadjan Note or Obligation bearing date the 18th. day of June 1744 thereby Obliging himself to pay the Principal and Interest that might be due thereon the 30th. of March next ensuing the date of said Obliga Translate whereof is hereunto annext for the Inspection of this Honoble Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint and your Orator shews that he has often in the most ffriendly manner applied to the said Aralappen to discharge his debt to your Orator But now so it is May it please this Honourable Court the said Aralappen refuses to give your Oror any manner of Satisfaction in the premises. To the End therefore that the said Aralappen may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things aforesaid as fully and truly to all intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the full Principal and Interest that may become due on the said obligation and that your Orator may have such further and other relief as shall be agreeable to Equity and Good conscience.

Robt. Sloper
Atty. for the Complt.

18th. June 1744 Pondicherry.

I ARALAPEN of Madras do hereby acknowledge to have borrowed and received of Nellapun Son of Tomapulla the sum of 94 Ps. Current of Madras which sum I Promise to pay on the 30th. of March next with Interest at Twelve ℔ Cent.

ARRALAPEN.

WITNESS

Chande Woodundee.

Virlaapen.

drawn by Raguain of Pondicherry.

TRANSLATED from a Cadjan said to be the Origl.

JOSEPH GITHIN

Examr.

Mayors Court at Madraspatnam

TUESDAY the 29 day of Decr. Anno Domini 1745 Between Nellapen of Madras Inhabitant Complainant and Arralapen of the same place also Defendant.

ON HEARING the Complainants Bill with Translate of a Cadjan Bond under the Defendants hand dated the 18 June 1744 for Ps. 94 thereto annext read the Defendant appeared in Court and acknowledged the Execution of the before said Bond and the Justness of the Complainants demand and on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Ninety four Pagodas Current of Madras being the principal money of the before mentioned Bond together with such Interest after the rate of 8 ℔ Cent ℔ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

℔ CUR

NOAH CASAMAJOR

Regr.

5th. March 1744.

TO THE HONBLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLCINING sheweth to this Honourable Court your Oratrix Colundiche widow residing in Madras, That Your Oratrix had formerly a demand upon Devoroy Modelare, and this Honoble Court Decreed your Oratrix the sum of 200 and odd Pagodas, which your Oratrix accordingly received, but during the prosecution of this Suit, one Choureapen a Mallabar Christain made your Oratrix an offer of his service to assist her through the Business of the Honble the Mayors Court, the same time Intimidating your Oratrix with a Number of Difficulties in recovery of the said money alledging he would Conduct your Oratrix through the same successively, but as a Consideration for the same your Oratrix must submit to give him Pas. 40 and as Security for the same your Oratrix was forthwith desired to give a Bond for the same, your Oratrix being but an Ignorant Woman and a stranger to the Relief she was Intitled to, consented to give the said Bond which is since paid but not taken up, and your Oratrix shews that in the Issue of the said Cause the said Chourapen received (to be Employed at Interest) 209 Ps. the money so Decreed your Oratrix and for the same your Oratrix did demand a Bond but the said Chourapen did artfully Impose upon your Oratrix's Ignorance by pretending your Oratrix having Children they might be sometime or other induced to steal away the said Bond and make Demand of the money and therefore in Confidence of his ffriendship the said money would be safer without a Bond. Your Oratrix for a long time continued to receive the Interest of the said money, but at length the said Chourapen denies to be any longer indebted to your Oratrix on any

Account but pretends he has paid the whole at times in the Interest received, and likewise adds the aforesaid Bond of 40 Pagodas, upon which your Oratrix applied to her Padrey the Rev^{d}. Father Severin who ordered Seven Arbitrators to Examine and determine the Accounts they have accordingly adjusted the same on both sides and awarded your Oratrix a Ballance of P^{s}. 92. 31. 40 which carrys Interest from the date thereof which he refuses to pay or the principal, though the Arbitrators have given him Credit for the said 40 Pa^{s}. which your Oratrix thinks a little too hard Unless the said Choureapan can make his Services appear to this Honourable Court a full and Valueable Consideration for the deducting of that Sum or otherwise your Oratrix humbly conceives she hath a Title to Demand restitution of that sum, or such part thereof as to this Honourable Court shall seem reasonable and Just, as also your Oratrix's 40 Pagoda Bond may be delivered up to be Cancelled, and that your Oratrix may have such General Relief in the premisses as may be agreeable to Equity and Good Conscience Is the End of the Bill.

HENRY DEVEIL
Att^{y}. for the Compl^{t}.

TRANSLATE of an Award made by the under written and directed to the Rev^{d}. Padre Severene dated this 24th. day of January Anno Domini 1745.

To the Reverend Padre Severene.

WE the under written appointed by you to adjust the dispute between Chourapen and Collundiche have Rev^{d}. sir in pursuance to your Order exãied into the Accounts Bonds and Proofs on both sides and do find that Colundiche has received in part of his 209 Pag^{s}. which he deposited in Chourapens Custody the sum of **76**. 4. 40 as also is Indebted to Chourapen on Bond in the sum of 40 Pagodas the whole Amounting to 116. 4. 40. We therefore have ordered and do award that Chourapen pay Colundiche the Ballance being 92. 31. 40. This is our Determination or Award.

SIGNED

CHAUNDEAPEN.
MOODU.
QUONDAPEN.
ACHARAPEN.
PREASASUMS *Mark.*
CHOUREAPEN
CHOVERY MOOTU.

TRANSLATED from a paper Writing said to be the Original.

JOSEPH GITHIN
Exam^{r}.

9th April 1745. THE ANSWER of Chopurapan of Madras Merchant Defendant to the Bill of Complainant Collundiche of the same place Complainant.

THIS DEFENDANT now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors Incertainties Insufficiences and Untruths in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised materially concerneth him this Defendant to answer unto he this Defendant Answereth and for Answer saith.

THAT that part of the said Bill which Charges this Def^{t}. with using Intimidating Arguments to prevail on her to employ him in the Management of her affairs is intirely false, as is also that part of the said Bill that says this Replyant demanded 40 Pagodas for his Trouble and that this Defendant had received that sum, so likewise is that part of the Bill false that says this Defendant received Pagodas 209 to be employed at Interest, By what means this Defendant became employed in the Complainants affairs, on what account he received the 40 Pagodas and to what End the two hundred and nine Pag^{s}. was lodged with this Defendant, with the manner

how that sum was disposed off will fully appear in the true state of this Defendants Case, which he presumes to lay before this Honourable Court in manner following Viz^t. The Complainant being in want of money applied to this Defendant requesting the loan of 40 Pagodas, this Defendant refused to lend her that sum without some dispute or Mortgage the Complainant say'd I have nothing to give for Security but the Bill of Sale of my House and a Bond of Deveroy Modelares those I will make over to you by a Mortgage Bond if you approve of that Security. This Defendant accepted the Proposal lent the sum required, and received the premisses in Mortgage as will appear by a Translate of the said Mortgage Bond hereunto annexed bearing date the 22^d. day of September in the year 1733 numbred 2 to which this Defendant referrs as part of this his Answer, when the said Mortgaged premisses had remained with this Defendant about two years this Defendant demanded payment of the money lent thereon, the Compl^t. said she had no money to discharge the Mortgage then this Defendant told her he would sell her house and pay himself agreeable to the Tenour of the Mortgage Bond, but the Complainant by Tears and entreaties prevailed on this Defendant to desist from so doing and begged him to take in hand the management of the Suit she was going to Commence against Devoroy Moodelare on the Bond this Defendant had in Mortgage, and as soon as the money on the said Bond could be recovered this Defendant should be paid his full demand Principal and Interest, and also be satisfied for his Trouble in Management of the said Suit, if he would undertake it, this Defendant declined having any concern in the said suit unless the Compl^t. would sign an Agreement to him before Padre Thomas, to which the Complainant agreed and accordingly signed an agreement whereby she empowered this Defendant as her Attorney to Act for her in the said suit against Devoroy Moodelare as will appear by a Translate of said Agreement hereunto annexed bearing date the 11th. day of August in the year 1735 Numbred 3 to which this Defendant referrs as part of his answer this Defendant being thus empowered made applycation to M^r. ffobes, then an Attorney of this Honourable Court requesting him to take the said Suit in hand; upon which M^r. Forbes demanded his Accustomary ffee; to which demand this Defendant answered that his Client was a poor Woman, and could not advance him his Fee, but he would undertake to see him paid at the end of the Suit 40 Pag^s. if he Succeeded and obtained a Judgment in ffavour of the Complainant. M^r. fforbes relying upon this Defendants promise prosecuted the case at his own Expence, this Defendant from time to time attending of him to give him the necessary Instructions to proceed by during the space of two Years at the end of which time a Judgment was given in favour of the Compl^t. for P^s. 209 which sum by Virtue of the power invested in him by the Instrument N°. 3 this Defendant received some short time after this Transaction the Complainants sons being in want of 20 P^s. applied to their mother for the loan, but she apprehending she should never be paid if she lent that sum pleaded inability but said to them there is my ffriend Chourapean can lend you that sum I will request him so to do accord^gly. she applied to this Defendant ordering him to let her sons have 20 P^s. of her money on giving this Defendant their Bond, but not to let them know the money belonged to her; accordingly on her sons Application to this Defendant, this Defendant lent them 20 P^s. for which sum they gave their Bond as will appear by the Translate thereof Number four bearing date the 3^d. day of February in the year 1737/8 annexed, and referred to as a part of this Defendants Answer Nellamootain the Complainants youngest son being in want of a further sum of 3 Pa^s. desired his Mother to procure it him and he would give security hereupon the Complainant ordered this Defendant to let him have that sum on giving security accordingly on Nellamootins Applycation this Defendant lent him Three Pagodas, and Nellamootain Deposited to secure Repayment a Bill of Sale of a house which still remains with this Defendant who is ready to render the same to the Complainant to whom he has Tendred that and the 20 P^s. Bond, but the Complainant always pretended to be so well satisfied with this Defendants Management that she waived taking them desiring they might remain with this Defendant as being safer than if she had them herself how the other part of the 209 Pagodas was disposed off and the Accounts Ballanced will fully appear by the following Account Current to which this Defendant referrs.

COLLANDICHE

Dr.		Cr.	
To Cash paid Mr. Forbes	40 — —	By Cash received of Devcroy Moodelare by Virtue of a Decree of Court and your order	209 — —
To Do. distributed in Charity	5 — —		
To Do. paid Chourapan the Principal of his Bond	40 — —		
To Do. paid Do. Int. on the above sum ...	14 — —		
To Do. paid Do. for his trouble in the Management of your Affairs two years	15 — —		
To Do. paid Molleapan &c. as ꝑ their Bond ...	20 — —		
To Do. paid Nellamootain on a Mortgage ...	3 — —		
To Do. paid yourself at sundry times being the Ballance	72 — —		
Pagodas ..	209 — —	Pagodas ...	209 — —

ERRORS EXCEPTED

ꝑ CHOUREAPEN.

N.B. This Account was settled in the year 1742.

which Account Current this Defendant prays may be admitted as part of this Defendants Answer, every Transactions therein contained having passed the approbation of the Complainant before it was transacted in the year 1742, when this Defendant had Clos'd the Complainants account as before set forth this Defendant desired the Complainant would take her sons Securities and give this Defendant a Release the Complainant desired her sons Securities might remain where they were, but say'd for this Defendants satisfaction she would sign a Release to him accordingly on the 12 day of July in the year 1742 the Complainant gave this Defendant a Release or General discharge as will appear by a Translate thereof N°. 5 for the Inspection of this Hoñble Court hereunto annexed to which this Defendant referrs as a part of this his Answer in the foregoing recited posture things remained from July 1742 till October in the year 1744 at which time the now Complainant without any Notice given to this Defendant being spirited on and Instigated thereto by some of the Enemies of this Defendant, makes Complaint to the Reverend Padre Severene that this Defendant had wrong'd her and desired him to do her Justice Padre Severene referred her to Padre Bernaud to whom she told her Tale, then this Def^t. was sent for and Interrogated after hearing this Defendants request he advised both parties to have the matters in dispute referred to & decided by the Cast of Malabar Christians to which this Defendant Consented and signed a penalty Bond to that End and purpose shortly after this Defendant heard the matter was going to be Decided by Seven people only of this, this Defendant Complained to the Padre and desired the whole Cast might determine it, as there was most Probability of an Impartial award from them the Padre asked this Defend^t. if he had any Objection to any of the persons Chosen this Def^t. then objected to the following 4 Viz^t. Moodu, Cheandeapen, Quondapen and Choureapen, the Padre then dismissed this Defendant with a promise that the affair should be referred to the whole Cast about this time this Defendant was afflicted with a Bloody Flux which Confined this Defendant to his house for some time where this Defendant remained in daily Expectation of being sent for to be Interrogated by the Arbitrators concerning this matter but this Defendant never heard a word about an award till he was summoned before this Honourable Court to answer the Complainants Bill, when by a Copy of the award this Defendant receiver from the Register he finds the said Award to be made by seven people only contrary to the Intent and meaning of this Def^t. in his Penalty Bond and ffour of them 7 People Objected to by this Defendant against which award this Defendant doth protest as Illegal and what this Def^t. is no way bound to abide by thus this Defendant hopes he has sufficiently answered the Bill of Complaint.

All which matters and things this Defend^t. is ready to averr maintain & prove and humbly prays to be hence dismissed with reasonable Costs in this behalf most wrongfully Sustained.

William Dumbleton
Atty. for the Def^t.

22 September 1733 Madraspatnam.

I Colundiche Cheogapaucum Colacorrons Wife do hereby acknowledge to have borrowed and received of Choureapan Moodelare son of Chaundeapah Moodelare the sum of 40 Pagods Current of Madras for securing the repayment of which sum with Int. at 8 ℔ Cent on third day of January next I Mortgage my house and the Bill of Sale together with Deverah Moodelares Bond and on default of such payment at the time above limited the House is to be sold to discharge the Principal with the Interest then due thereon.

Colacorrens *Mark.*
Colundiches *Mark.*

Witness
Obadashia Mootapernopella.
Chaundeapa Moodelare.
Drawn by Molleapan.
Translated from a Cadjan said to be the Original.
Joseph Githin *Exam^r.*

TRANSLATE of an Agreement given by Colundiche to Choureapan dated this 11th. day of August Anno Domini 1735.

WHEREAS heretofore I Colundiche Mortgaged my house and the Bill of Sale thereof Together with Deverah Moodelare's Bond to Choureapan before Padre Thomas for 40 Pagodas Now I do hereby Give the said Choureapan full power to recover and receive the Contents of the said Bond of Deverah Moodelare and to repay himself the said sum of 40 Pagodas with Interest that may be due thereon as also what Charges he may be at in recovering the same but what remains after he is fully satisfied he is to deliver to me. The above writting I am ready to acknowledge to be drawn by my approbation and direction before any one the said Choureapen shall require.

COLACCORRENS *Mark.*
COLUNDICHES *Mark.*

WITNESS
Obadashia Mootapernopella.
Chaundeapa Moodelare.
Drawn by Choureapen.

TRANSLATED from a Cadjan said to be the Origl.
JOSEPH GITHIN *Examr.*

3 February 1737/8.

WE Molleapan and Nellamootain sons of Colaccorron do hereby acknowledge to have borrowed and received of Choureapan the sum of 20 Pagodas which sum we promise to pay on Demand with Interest at 12 ₩ Cent ₩ Annum.

MOLLEAPANS *Mark.*
NELLAMOOTAINS *Mark.*

WITNESS
Padrue.
Domingee.

Drawn by Nanacorra Veeragua.

TRANSLATED from a Cadjan said to be the Origl.
JOSEPH GITHIN *Examr.*

5 July 1742 Madraspatnam.

I COLUNDICHE Collacorons Wife do hereby discharge Choureapan of all Dues and Demands to the date hereof.

COLUNDICHE'S MARK.

WITNESS
Chundatree Moodelare.
Nellatomby Moodelare.

14th. May 1745

THE REPLYCATION of Collundiche Widow to the Answer of Choureapan of Madras Defendant.

SHE THIS REPLIANT now and at all times hereafter savidg and reserving to herself all and all manner of Benefit and advantage of Exception to the manifold Errors Incertainties and Insufficiencies of the said Answer for Replycation thereunto

saith that all and singular the mres and things in this Replyants Bill Contained are true, as the same is therein alledged and that the answer of the said Defendant to the said Bill is Very untrue Imperfect and Insufficient to be replied unto and this Replyant also saith.

THAT this Repliant is a poor Ignorant Woman and Intrusted the Defendant with the little all she had, this Replyant knows nothing of Accounts nor did the Defendant ever pass any Account in the year 1742 as he pretends with this Replyant, this Replyant was Indeed a long while before she could find any Body that would Instruct her where she must apply for Justice, the Defendant objects to the award (as he pretends) because the whole Cast was to have been the Judges, and not the seven persons appointed, to which we answer the Penalty Bond hereunto annext makes mention only that each party should abide by the Arbitrators the Reverend Padrey should appoint, in the next place this Replyant humbly conceives that the whole Cast could not be got together upon any Occasion, and that seven persons may be thought as capable of Judging as 700; for in the Multiplicity of Voices arise Endless Cavils, As to the account produced by the Defendant he cannot support it, and this Replyant prays a better Explanation of such large Articles. However this Replyant will shew the Court how the Arbitrators Judged of the Defts. Account what they admitted and what they rejected Vizt.

No. 1. To Cash paid Mr Forbes	Ps. 40	—	—	Allowed by Arbitrators	Ps.	25	—	—
2. To Do. in Charity	5	—	—	Allowed by Do. ...		5	—	—
3. To Do. paid himse	40	—	—	Allowed		40	—	—
4. To Do. paid Do.	14	—	—	Rejected by the Arbitrators		—	—	—
5. To Do. for the Care of her Affairs.	15	—	—	Rejected by Do. ...		—	—	—
6. To Do. for Malecapons bond ..	20	—	—	Allowed		20	—	—
7. To Do. ...	7	—	—	Allowed		3	—	—
8. To Do. said to be Received	72	—	—	Allowed only ...		23	9	—
				The Award is for ...		92	31	40
Pagodas ...	209	—	—	[*sic*]	PAGS. ...	209	31	40

UPON Inquiry of the several Arbitrators, this was the way they made out their Award against the Defendants Account and tho' this Replyant neither sues for nor desires more then the Award yet she this Replyant by advice hath just Cause to Arraign the Judgment of the arbitrators, for even giving the Defendant what is allowed in the above account Because upon very good Inquiry the Defendant never supported or fairly made out any one Article before them, and this Replyant hopes the Equity of this Honourable Court will make the Defendt. open that Article No. 1 said to be give Mr. ffowbes, the decree being in this Repliants favour, and all the Costs recovered of the other party what Title then had Mr. Forbes to 40 Pagodas or what Authority had the Defendant to pay it.

Another article No. 3 of 40 Pagodas said to be paid himself on a Bond given by this Replyant this is the very article set forth and made part of the Complaint in the Replyants Bill where we acquaint this Honourable Court the Defendant first makes this Repliant a Bond of 40 Pagodas and there pays himself that sum for Transacting her affairs in Court, ffor this Repliant defys the Defendant to shew any other way that sum became his due and yet notwithstanding he charges No. 5 for his Trouble 15 Ps. which the Arbitrators rejected under a Belief he was not Intitled to that Sum as to all the other Articles this Replyant leaves it to the Consideration of this Honourable Court, but in the mean time humbly prays the Replyant may open every Article into particulars and support such particulars in the Issue of this Cause or that they may not be allowed him.

And this Replicant saith as in and by his said Bill she hath already said and will averr maintain and prove the same as this Honourable Court shall Direct and humbly prays as in and by his said Bill is already prayed.

Henry Deveil
Attorney for the Replicant.

Translate of a Penalty Bond given before one of the Reverend Padre of the French Church dated this 20th. day of October Anno Domini 1744.

Whereas We Colundiche and Chourcapan had a dispute about a discharge drawn Between us by one Annapen and applied to Bernaud one of the Revd. Padres of the French Church who appointed Arbitrators to determine the same We therefore hereby oblige ourselves to stand by their Decision on penalty of fforfeiting 60 Ps. to the ffrench Church & 60 Ps. to the Honourable Company. This Obligation we here give in the presence of the said Padre Bernaud.

Choureapan.
Colundiche's *Mark.*

Drawn by Choury Mootu.

Translated from a Cadjan said to be the Origl.

Joseph Githin
Examr.

25th. June 1745.

The Rejoinder of Choureapan of Madras Defendant to the Repln. of Collundiche of the same place Replyant.

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors in the said Replyca. likewise to the Uncertainties and Insufficiencys thereof saith that all and singular the matters and things in this Defts. Answer are certain true and sufficient in the Law to be replied unto And this Defendant further saith.

That the Replyant begins with a plea of Ignorance in accounts in order as this Defendant conceives to render her own Act and Deed in the accounts she has passed to this Defendant, but this Defendant conceives as the Ignorance of a Law is no Excuse for a Breach of it, the Repliants Ignorance of Accounts shall not Invalidate her hand Writing in passing them (as to her being an Ignorant woman who Trusted her little all to the management of this Defendant) as he pleads to move compassion (this Deft. saith she hath had a Just Account of what she Entrusted to his Management in this Defendants Answer under Oath, and all that is therein specified to have been done by this Defendant in her affairs was done with her Approbation and Consent) This Defendant prays this Honourable Courts patience while he relates some passages relating to the discharge annext to this Defendants answer (of which discharge the Repliant pleads Ignorance) as follows Vizt. When the Reverend Padre Bernard at the Replyants request sent for this Defendant and recommended him to Arbitration for the Decision of the present dispute this Defendant prayed the said Reverend Padre to enquire into the validity of the said discharge, the said Reverend Padre asked this Deft. of whom he must enquire upon which this Defendant told him the person who drew the said discharge and was present at the signing of it was a Christian Inhabt. of Pondicherry, and if he would please to write to any Padre there he might easily be Informed of the Truth at this Defendants request the said Revd. Padre wrote to a Padre at Pondicherry concerning this affair who returned an Answer to the following Purport Vizt. I have had the man you pointed out to me, named Annapah, I swore him to make true answer to my Questions, I then Inter-
" rogated him what he knew concerning the written Instrument you mentioned to
" me, he answered that being in Madras in the year 1742 he happned in Company

" with Choureapan and Collundiche they talked sometime about Accounts, and both " partys seemed in Harmony one with the other, and both requested him to draw a " Writing in nature of a Gen[l]. Release or discharge of all accounts to be given by " Collundiche to Choureapan he says he did so, and when he had so done, read it to " Collundiche and explained its Nature and Tendancy and then she signed it willingly " in his presence and delivered it to Choureapan, this is all he knows." Now may it please this Honourable Court this Letter is in the Possion of the said Reverend Padre Bernaud, which letter may be of service to this Defendants Cause. therefore this Def[t]. prays this Honble Court will be pleased to request the said Rev[d]. Padre to lodge it in this Honble Court for this Defendant apprehends he shall not be able to get the aforesaid Annapah to Madras to Examine him, he being in employ at Pondicherry, and this Defendant not in Circumstances to bear his Expences and pay for his loss of time and this Defendant further saith that this Defendant never signed the Penalty Bond to abide by Arbitration now produced by the Complainant therefore this Defendant prays the said Penalty Bond may be produced and lodged with the Reg[r]. of this Honourable Court and this Defendant hopes if the Complainant do not prove it to be signed by this Defendant this Def[t]. shall not be ffound to abide by the award made in consequence thereof What the Replyant urges as a reason for appointing seven Arbitrators only Viz[t]. That the Cast could not be got together is ffalse and absurd for this Defendant being a Malabar Christian his Cast are to be called together in two or three hours upon notice from their Padre that Business wants them, they not being Confined to time or place, as your Pagan Casts are, nay more they were all together when this Defendant signed the Penalty Bond to abide by their award, and therefore no person can Legally without Infringement of the known laws of this Defendant cast take upon them to appoint a Committee to decide any point in question that hath once been Recommended to the care of the whole Cast, for which reasons this Defendant doth protest against the award now produced and the proceedings of the makers thereof relating thereto, This Defendant is a little at a loss to know what the Replyant means by desiring this Defendant to open and Explain nay and prove every Article of his Account if she means explain how it was disposed of it is fully done in this Defendants Answer and therefore it is absurd to ask for the same thing again the Article N[o]. 3 of Forty Pagodas was money lent the Repliant for which she Mortgaged her House Bill of Sale & a Bond of Deveroys had the money not been lent what occasion was there for a Mortgage had it been for assisting the Repliant in recovering her money from Deveroy would not Possion of Deveroys Bond have been sufficient Security as the money was to Circulate through this Def[ts]. hands, certainly it would the 15 Pagodas rejected by the Arbitrators this Defendant had for his Trouble in this Repliants affairs the 14 P[s]. rejected by the Arbitrators this Defendant had for his Trouble in this Repliants affairs was Interest on the 40 lent the Replyant. Tis well worthy this Honourable Court notice the concise method the Repliants Arbitrators have taken to plunder this Defendant under three heads entred in the Replyca. in the ffollowing manner.

4. To D[o]. paid D[o]. 14 rejected ℔ arbitrators.
5. To D[o]. ffor the care of her affairs 15 rejected.
8. To D[o]. said to be received 72 allowed only 23. 9. —.

The reason this Defendant points out the foregoing Articles is, this Defendant never being asked one Question pro nor Con nor even Informed the time of the Arbitrators meetings, Whereas its usual in all Arbitrators to Enquire of the parties concerned how they support their Accounts.

All which matters and things this Defendant is ready to Averr Maintain and prove and humbly prays as in and by his answer he was already prayed.

William Dumbleton

Att[y]. for the Defendant.

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part of the Complain^{t}. in a certain Cause wherein Collandiche of ffort Saint George widow is Complainant and Choureapan of the said place Merchant is Defendant.

Imprimis do you know the parties Complainant and Def^{t}. in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2^{d}. To Mootaupernah Allias Francisco Item do you know of any Bond given by the now Complainant to the Defendant. If yea why and for what was that Bond given for what sum was it stipulated and what Cons^{n}. was paid or received be Exchanged for that Bond say all you know can be of Service to the Complainant in this Cause Declare.

3^{d}. To Chundeapen, Moodo Naigue, Atcherapah, Chouremoota and Condapah, Item Do you know the Cadjan now shewn you at the time of your Examination marked HD N°. 1. what does it contain, who signed that Cadjan, was it signed willingly or against the parties Consent and what was the parties so signing to perform did either party so signing produce any accounts and who produced them and what was your Opinion of those Accounts and your reason for that opinion was any accounts supported by Proofs what Articles in these Accounts did you admitt and which did you object to and your Reasons for so doing.

Do you know this Paper Writing now shewn you at the time of your Exam^{n}. marked HD what is the Contents thereof is your Name signed thereto what sum is awarded and to whom which of the two parties made the ffirst Complaint to the Padre do you rem̃ber any Articles in the Def^{ts}. Acc^{ts}. that Charges 40 P^{s}. said to be given to David Forbeess if yea how was that article proved or made clear to the Arbitrators what part of that sum was allowed by the Defendant and why was it allowed set forth your opinion at large of the Defendants Accounts in Genl. and wherein they appeared to you right or wrong Declare.

Henry Deveil
Attorney for the Compl^{t}.

Mayors Court at
Madraspatnam.

Between Colundiche Complainant and Choureapan Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Mootaurpernah alias Francisco of Madras Padre aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 3 day of July 1745 shewn at the Office of M^{r}. W^{m}. Dumbleton, Attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Mootaurpernah and afterwards on the same day being sworn and Examined Deposeth as follows.

1st. To the first Interr̃y this Deponent saith that he hath known the Complainant 8 years and the Defendant 20 years or thereabouts.

2^{d}. To the second Interr̃y this Deponent saith that he knows a Bond was given by the Complainant to the Defendant for his Trouble in recovering the sum of 120 P^{s}. of Devoroy Moodelare which he owed the Complainant and more saith not to this or the last Interry.

Mootapernah.

Joseph Githin
Exam^{r}.

Chandeapan of Madras Conicoply to the French Church aged 34 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt. 8 years & the Deft. 20 years or thereabouts.

3d. To the third Interry this Deponent saith That he knows the Cadjan now produced and shewn him marked HD No. 1. That it is a Penalty Bond given by the Complainant and Defendant to the Arbitrators of which this Deponent was one that the partys signed the Bond willingly and thereby obliged themselves to stand to the decision of the Arbitrators he further saith that the Defendant produced Accounts which the arbitrators suspected to be false because they were then drawn and the Original Accounts Cancelled as also the date of one year was Intirely omitted that part of those accounts were supported by Proofs which were admitted Vizt. In the article of Sundry payments to the Complainant amounting to 93 Ps. only 23 was allowed which the Complainant acknowledged the rest not being proved was deducted. In the article of 40 Ps. said to be made a present of to David Forbuss 25 Ps. only was admitted because Mootaupernan declared he had heard the Defendant had given no more than 20 Ps. to David Forbuss and 5 to his Dubash, 5 Ps. given for Charity 23 Ps. paid to the Complts son & Daughter and a Note for 40 Ps. for the Defts. Trouble were admitted. But Interest on the said Note amounting to 19 Ps. was objected to, The Arbitrators not thinking it reasonable as it was a present to the Deft. The amount of what was admitted is 116 Ps. and one Eight That a discharge produced by the Defendant was likewise set aside because the persons whose names were signed as Witnesses declared they had no Knowledge thereof as also the person that drew the discharge named Annapan at Pontecherry mentioned several things in his answer to the Arbitrators Concerning the same which proved to be ffalse. This Deponent ffurther saith that the paper Writing now shewn him marked HD No. 4 contains the Arbitrators award signed by this Deponent being one of them, wherein they have awarded that the Defendant do pay the Complainant the sum of 92 Pagodas and $\frac{7}{8}$ths. due to her on Ballance of accounts That the Complainant made the first Complaint to their Padry and more saith not to this or the last Interry. To the last saith that the Complainant afterwards on the Defendants refusing to pay the above sum Petitioned the Worshipful Sidney Foxall Esqr. Mayor about it who advised the Defendant to make it up That the Deft. then promised to pay the Complainant at one Pag : ℘ month and more saith not.

Chandeapen.

Joseph Githin
Examr.

Moodu Naigue of Madras Merchant aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as ffollows.

1st. To the ffirst Interry this Depont. saith that he hath known the Complaint. two years and the Defendant 20 years or thereabouts.

3d. To the third Interry this Deponent saith that the Cadjan now shewn him marked HD No. 1 is a Penalty Bond given by the Complainant and Defendant to this Dept. and the rest of the Arbitrators appointed to adjust the dispute Between them That the parties signed the Bond Willingly and thereby obliged themselves to stand to their determina. He further saith that the Deft. produced Accots. which the Arbitrators deemed Erroneous because they were then drawn and the Origl. Accounts Cancelled. That one or two of the Arcles were supported by Proofs and some allowed by the Complt. which were admitted, the parlars are as follows. The Amount of 23 Ps. received by the Complt. the sum of 25 Ps. a present to the Complts Attorney, 5 Ps. given for Charity A note of 40 Ps. for the Defts.

Trouble and 23 Ps. paid to the Com̃plts relations the whole amounting to 116 Ps. & one 8th. The rest of the Ar̃cles were objected to not being proved as also a discharge the Deft. produced was set aside because the persons whose names were signed as Witnesses to it declared they had no Knowledge thereof and likewise the person that drew the Discharge named Annapan residing at Pondicherry mentioned several things in his Answer to the Arbitrators concerning the same which proved to be ffalse. This Deponent furr. saith that the paper Writing now produced and shewn him marked HD. No. 4 is an Award signed by this Deponent that the sum of 92 Ps. and ⅞ths. is awarded to the Complainant who made the ffirst Complaint to the Padrey That there was an Article of 35 Ps. said to be made a present of to David Forbuss and ffive Ps. to his Dubash in the Defendants Accounts but 25 Ps. only was allowed because one Mootaupernam say'd the Defendant had confessed to him that he had offered but 20 Ps. to the said Attorney and the Complainant declared the Deft. had acknowledged to her that he had given no more then 25 Ps. and more saith not to this or the last Interrogatory.

PAUPIA MOODU

JOSEPH GITHIN

Examr.

ATCHERAPA of Madras Head Boat Man aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Depont. saith that he hath known the Complt. two years and the Defendant 6 years or thereabouts.

3d. To the 3d. Inter̃ry this Deponent saith that the Cadjan now shewn him marked HD. No. 1 is a Penalty Bond given by the Complainant and the Deft. to the Arbitrators appointed to adjust the dispute between them that the partys signed the Bond willingly and thereby obliged themselves to stand to the Arbitrators award he further saith that the Defendant produced accounts which the Arbitrators suspected to be ffalse because they are fresh drawn and the Original accounts Cancelled That one or two of the Articles were supported by Proofs and some were allowed by the Complainant which were admitted. The particulars are as follows The amount of 23 Ps. rec̃ed by the Complainant the sum of 25 Ps. said to be a present to the Complainants Attorney 5 Ps. as given for Charity a Note of 40 Ps. a present for the Defts. trouble in managing her affairs & 23 Ps. paid to the Com̃plts relns. the whole amountg. to 116 Ps. and one Eighth the rest of the Ar̃cles were objected to not being proved as also a discharge the Defendant produced was set aside because the persons whose names were signed as Witnesses to it declared they had no knowledge and likewise the person that drew the discharge named Annapen at Pondicherry mentd. sevl. things in his Answer to the Arbitrators concerning the same which proved to be ffalse. This Deponent furr. saith that the Paper Writing now produced and shewn him marked HD. No. 4 in an award signed by this Deponent That the sum of 92 Ps. and ⅞ths. is awarded to the Complainant who made the first Complaint to their Padrey That there was an article of 35 Pags. said to be made a present of to David Forbuss and 5 Ps. to his Dubash in the Defendants accounts but 25 Ps. only was allowed because one Mootapernauh declared he had heard the Defendant had given no more than 25 Ps. and more saith not to this or the last Inter̃ry.

ATCHERAPA.

JOSEPH GITHIN

Examr.

CHOVEREMOOTU of Madras Butterman aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complainant two years and the Defendant Six years or thereabouts.

3d. To the third Interry this Deponent saith That the Cadjan now shewn him marked HD. No. 1 is a Penalty Bond given by the Complt. and Defendant to the Arbitrators appointed to adjust the difference between them that the parties signed the Bond Willingly and thereby obliged themselves to submit to the Judgment of the Arbitrators. He ffurther saith that the Defendant produced accounts which the Arbitrators deemed Erroneous because they were ffresh drawn and the old Accounts cancelled That some of the Articles were supported by Proofs and severally allowed by the Complainant. The Articles admitted are 23 Ps. reced by the Complainant 25 Ps. said to be made a present to the Plts Attorney Mr. Forbes 5 Ps. given for Charity a Note of 40 Ps. a present to the Deft. and 23 Ps. paid to the Complts son and Daur the whole amounting to 116 Ps. and one Eighth, The rest of the Articles were objected to not being proved as also a discharge the Defendant produced was set aside because the persons whose names were signed thereto as Witnesses declared they had no Knowledge thereof and likewise the person that drew the discharge named Annapan at Pondicherry declared sevl. things in his Letter to the Arbitrators Concerning the same which proved to be ffalse. This Deponent ffurther saith that the paper writing now produced and shewn him marked HD No. 4 is an award signed by this Deponent that the sum of 92 Ps. and $\frac{7}{8}$ths. is awarded to the Complainant who made the ffirst Complaint to their Padrey That there was an Article of 40 Ps. said to be made a present of to David Forbes and his Dubash in the Defendants Account but 25 Ps. only was allowed because one Moortaupernah declared he heard the Defendant had Given no more than 25 Ps. and more saith not to this or the last Interry.

CHOUREMOOTE.

JOSEPH GITHIN
Examr.

QUONDAPA of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Dept. saith that he hath Known the Comp: ffive months & the Defendant he hath known 12 years or thereabouts.

3d. To the third Interry this Deponent saith that the Cadjan now shewn him marked HD. No. 4 is a Penalty Bond given by the Complainant and Defendant to the Arbitrators appointed to adjust the dispute Between them, That the parties signed the Bond willingly and thereby Obliged themselves to the Judgment of the Arbitrators He ffurther saith that the Defendant produced accounts which the Arbitrators suspected to be ffalse Because they were fresh drawn and the Original Accounts Cancelled that some of the Articles were supported by Proofs and several allowed by the Complainant. The Arcles admitted are as follows 23 Ps. reced by the Complainant 25 Pags. presented to David Forbes, 5 Ps. given for Charity A Note of 40 Pags. a present to the Defendant and 23 Ps. paid to the Complts. Relations the whole amounting to 116 Ps. $\frac{1}{8}$ The rest of the articles were objected to not being proved as also a discharge the Deft. produced was set aside because the persons whose names were signed thereto as Witnesses declared they had no knowledge thereof and likewise the person that drew the Bond named Annapen at Pondicherry declared sevl. things in his Letter to the Arbitrators concerning the same which proved to be false. This Deponent further saith that the paper Writing now shewn him marked HD. No. 4 is an award signed by this Deponent that the sum of 92 Ps. and seven eights is awarded to the Complainant who made

the first Complaint to their Padrey that there was an Article of 40 P^{s}. said to be made a present of to David Forbes and his Dubash in the Def^{ts}. Accounts but 25 Pa^{s}. only was allowed because one Mootaupernah declared he heard the Defendant had given no more than 25 P^{s}. and more saith not to this or the last Interry.

QUONDAPEN.

JOSEPH GITHIN
Exam^{r}.

ADDITIONAL Interrogatorys to be administred to such Witnesses as shall be produced sworn and Examined on Behalf of the Complainant in a certain Cause wherein one Collindiche of Fort S^{t}. George Widow is Complainant and one Choureapan of said place Merchant is Defendant.

IMPRIMIS do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2^{d}. To VEERAPERMAUL Item was you or was you not Dubash formerly to David Forbes deceased if yea say if you remember any present made by or on behalf of the present Complainant if yea say what Sum was it as near as you can remember that was so given Declare.

3^{d}. To JAMES CALVINEER Item Did the now Defendant ever apply to you to Mitigate any matter or dispute if yea say what offers did he make towards Accomodating any Dispute say all you heard pass or spoken that any ways relates to the present dispute Declare.

HENRY DEVEIL
Att^{y}. for the Complain^{t}.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Colundiche ... Complainant
& Choureapan ... Defendant.

DEPOSITIONS of Witness in this Cause taken by and before the Examiner in this Court as follows.

PERMAUL of Madras Dubash aged 28 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 3^{d}. day of July 1745 shewn at the office of M^{r}. William Dumbleton Attorney for the Defendant by Connecapa who left a Note of the name Title and place of abode of the said Permaul and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he knows the parties Complainant and Defendant and hath so known them 12 years or thereab^{ts}.

Second. To the second Interry this Deponent saith that he was Dubash to David Forbes in his life time That his said Master was Attorney on behalf of the Complainant against Devoroah Moodelare he further saith that he remembers the Complainant and Defendant did make a present of 25 P^{s}. to his said Master and 5 P^{s}. to this Deponent and more saith not to this or the last Interry.

PERMAUL.

JOSEPH GITHIN
Exam^{r}.

James Calvineer of Madras Companys Servant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Deponent saith that he hath known the Complainant 7 years and the Defendant one year or thereabouts.

3d. To the third Interry this Deponent saith that the Defendant did apply to him to Mitigate the payment of a sum awarded by the Arbitrators to the Complainant requesting that he might pay it off at one Pagoda ₱ mo. and more saith not to this or the last Interry.

James Calvineer.

Joseph Githin

Examr.

Additional Interrogatorys to be administred to such Witnesses as shall be produced sworn and Examined in a certain Cause wherein one Colundiche of Fort St. George Widow is Complaint. and one Choureapan of the said place Merchant Defendant.

Imprimis do you know the parties Complainant and Defendants In this Cause or either and which of them and how long have you known them or either and which of them Declare.

2d. To Pregasum Moodelare & Choureapan Moodelare Item do you know the paper Writing shewn you at the time of your Examination mark'd HD if yea, who signed it, and what is the contents thereof do you know this Cadjan now shewn you also marked HD do you know the contents of it set forth all that hath passed at any time in your Hearing about the present Cause in dispute betwixt the plaintiff and Defendant Declare.

Henry Deveil

Attorney for the Complainant.

Mayors Court at
Madraspatnam.

Between Colundiche Complainant and Choureapen Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Pregasum Modelare of Madras Head Boatman aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and was on the 31st. day of July 1745 shewn at the office of Mr. Wm. Dumbleton Attorney for the Defendant by Connecapa who left a Note of the name Title and place of abode of the said Pregasum Moodelare and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Deponent saith that he hath known the Complainant one year and the Defendant 5 years or thereabouts.

2d. To the second Interry this Deponent saith that the Paper Writing now shewn him at this his Examination marked HD No. 4 is an award signed by this Deponent and the rest of the Arbitrators appointed to determine the dispute between the parties and that the sum of 92 Pagodas and $\frac{7}{8}$ths. is awarded to the Complainant. He further saith that he remembers a Penalty Bond was given by the parties to oblige themselves to stand to the Judgment of the Arbitrators but being Incapable of Letters he cannot be certain whether or no the Cadjan now shewn and read to him marked HD No. 1 is the same and more saith not to this or the last Interry.

The mark of Pregasum.

Joseph Githin

Examr.

Choureapah Moodelare of Madras Boatman aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Comp: and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant one year and the Defendant 20 years or thereabouts.

2d. To the second Interry this Deponent saith that the paper Writing now produced and shewn him marked HD No. 4 is an award signed by this Deponent and the rest of the Arbitrators appointed to determine the dispute between the partys and that the sum of 92 Pagodas seven eights is therein awarded to the Complainant. He further saith that the Cadjan now shewn him marked HD No. 1 contains a Penalty Bond given by the parties to the Arbitrators whereby they oblige themselves to stand to their Determination and more saith not to this or the last Interrogatory.

Choureapen.

Joseph Githin
Examr.

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Defendant in a certain Cause wherein one Collundiche is Complainant and one Choureapan is Defendant.

To all the Witnesses Imprimis Do you know the parties Complainant and Defendant or either of them if yea how long have you so known them or either and which of them Declare.

2d. To Padre Barnard Item Do you know the Cadjan marked N.C. Regr. now shewn you if yea say by what means you came to know it did you ever receive a Letter from Pondicherry relating thereto if yea say what the Contents of that Letter was also say what you know relating to the dispute Between the Complainant and Defendant also say if the contents of this Cajan was sworn to in the usual form by the person who signed it Declare.

3d. To Nagapatam Choureapan Do you know the Cadjan now shewn you marked thus + if yea who was it wrote and signed by on what account was it wrote was it read in your hearing if yea to what end and to whom was it read, and by whom was it read Declare.

4th. To all the witnesses Do you know the parties &c or any thing material for the Defendant If yea set forth the same Declare.

William Dumbleton
Atty. for the Defendant.

Mayors Court at
Madraspatnam.

Between Colundiche ....Complainant and
Choureapan .... Defendant.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

The Revd. Padre Barnard of Madras aged 41 years or thereabouts being produced as a Witness in this Cause on the part of the Defendt. was on the 1st. day of August 1745 shewn at the Office of Mr. Henry Deveil Attorney for the Complainant by Connecapa who left a Note of the name Title and place of abode of the said Padre Barnard and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt. one year and the Defendant 9 years or thereabouts.

2d. To the second Interry this Deponent saith that he remembers the arbitrators appointed to adjust the dispute between the parties brought the Cadjans now shewn him marked N.C. Regr. to this Deponent and acquainted him that they had received them from Pondicherry but hath no further knowledge of them that he did receive a Letter from a Padrey at Pondicherry signifying that he had Examined the person directed, having sworn him first in the usual fform but no mention was made therein of ought relating to the above Cadjn. This Deponent further saith that the Complainant applied to him about money the Defendant owed her Whereon this Deponent sent for the Defendant and questioned him about it, but the Defendant absolutely denied that he owed her any thereon this Deponent in order to search out the Truth nominated ffour or ffive of their Cast to Examine their Accounts but the Defendant disapproving of them chose persons of himself. This Dept. knows not Whether or no the above Cadjans were sworn to in the usual Form by the persons that signed them or can further say to this or the last Interrogatory.

JOSEPH GITHIN

Examr. F. BARNADO *Cap. M. Apos.*

NAGAPATAM CHOUREAPAN of Madras Painter aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt. 10 years and the Defendant 20 years or thereabouts.

3d. To the third Interry this Deponent saith that the Cadjan now shewn him at this his Examination marked I G: + Contains a Discharge given by the Complainant to the Defendant in this Deponents presence That it was wrote by one Annapen and signed by the Complainant after it was read to her in this Deponents hearing by the said Annapen and more saith not to this or the last Interry.

JOSEPH GITHIN

Examr. CHOUREAPAN.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 29th. day of October Anno Domini 1745 Between Colundiche of Madras Widow Complainant and Choureapan of the same place Merchant Defendant.

THIS CAUSE coming on this day to be heard and debated before this Court in the presence of the Defendant and of the Attorneys on both sides on hearing the Complainants Bill with Translate of an Award Dated the 24th. January 1745 thereto annext the Defendants Answer with four Translates No. 2 to 5 thereto annext The Replycation with Translate of a Penalty Bond between the parties dated the 20 October 1744 thereto annext the Rejoinder also the proofs taken in this Cause read and on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon This Court doth therefore think fit to order and Decree and doth accordingly order and decree that the Defendant do pay unto the Complaint. the full sum of 132. 31. 40 together with such Interest from the 24th. Janry. 1744/5 being the date of the before mentd. award after the rate of 8 ℔ Cent ℔ Annum as now is or shall here after become due thereon until full payment is made and also the Costs of this Suit and also that the Cadjans mentd. in the pleadings in this Cause be delivered up to be Cancelled on either side.

℔ CUR
NOAH CASAMAJOR
Regr.

22 October 1745.

To the Honourable The Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orator Arnachelum adopted son and Heir to Cundapah Chitty deced who in his life time resided in this place and during which, being applied to by one Vellasha Chitty Merchant Inhabitant of Madras for the loan of money as his Occasions required at two several times to both which your Orators said ffather by adoption did advance and lend to the said Vellasha Chitty Vizt. on the 14th. day of ffebruary 1741/2 the sum of Ps. 150 and likewise on the 30th. of April 1742 the sum of 50 Ps. Current of Madras & as an acknowledgment of which and security for the repayment thereof with Interest at the rate of 9 ⅌ Cent he the said Vellasha Chitty did sign and give to the said Cundapah your adopted ffather two notes or obligations under his hand, of the dates and for the sums before recited Translates of which are hereunto annexed for the Inspection of this Honourable Court, and your orator prays the same may be admitted as part of this your orators Bill of Complaint and your Orator shews that there has been paid in part of said obligations at sundry times Vizt.

1743/4 Febry 13th. paid in part	Ps.	75	—	—
20th. ditto		25	—	—
ditto		6	6	60
	Ps.	106	6	60

So that there remains due on the principals Ps. 93. 29. 20 together with the Interest that may on a fair Statement appear due thereon which your orator has often in the most ffriendly manner applied to the said Vallasha Chitty to pay as being adopted son and Heir to Cundapah Chitty. But now so it is may it please this Honourable Court the said Vellasha Chitty refuses to give your Orator any manner of satisfaction in the premisses To the End therefore that the said Vellasha Chitty may upon his Corporal Oath true and perfect answer make to all and singular the matters and things aforesaid as fully truly and to all intents and purposses as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the Principal and Interest that on a fair Adjustment may appear due on the said Obligations and that your orator may have such further and other Relief as shall appear agreeable to Equity and good Conscience.

Robt. Sloper
Attorney for the Complainant.

14th February 1741/2.

I Vallasha Chitty son of Collah Veeragua Chitty do hereby acknowledge to have borrowed and received of Cundapah Chitty son of Mila Norraina Chitty the sum of 150 Ps. Current of Madras which sum I promise to pay on demand with Interest at Nine ⅌ Cent.

Vallasha Chitty.

Witness
Normaccor Chitty.
Pamotoo Irsapah Chitty.

drawn by Trevengadum.

Translated from a Cadjan said to be the Original.

Joseph Gitpin

Examd

30th. April 1742. Madraspatnam.

I VALLASHA CHITTY son of Coolah Veeragua Chitty do hereby acknowledge to have Borrowed and received of Cundapah Chitty son of Mila Norraina Chitty the sum of 50 P^{s}. Current of Madras which sum I Promise to pay on demand with Interest at Nine ꝑ Cent.

VALLASA.

WITNESS

Sundavaucum Normacoor Chitty.

Paramboo Tummootah Nina Chitty.

drawn by Trevengadum.

TRANSLATED from a Cadjan said to be the Orig^{l}.

JOSEPH GITHIN
Exam^{r}.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 29th. day of October Anno Domini 1745 Between Arnachilum Adopted son and Heir to Cundapah Chitty deceased of Madras Merchant Complainant and Vallasha Chitty of the same place also Merchant Defendant.

ON HEARING the Complainants Bill with Translates of two Cadjan Bonds under the Defendants hand one dated the 14th. ffebry 1741/2 for P^{s}. 150 the other dated 30th. April 1742 for P^{s}. 50 thereto annext read. the Defendant appeared in Court and acknowledged the Execution of the said Bonds and the Justness of the Complainants demand and on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and decree that the Defendant do pay unto the Complain^{t}. the ffull and just Sum of 93. 29. 20 being the residue of the Principal Money appearing to be due on the before ment^{d}. Bonds together with such Interest from the dates thereof after the Rate of 8 ꝑ Cent ꝑ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this suit.

ꝑ CUR
NOAH CASAMAJOR
Reg^{r}.

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29 October 1745.

TO THE HON^{BLE} THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Vancatachelum, son of Maudera Vassell Vancotapathe Naigue Merchant and Inhabitant of Madras having had sundry dealings with one Gunnapattee son of Yeagapah Moodelare also Merchant of the place aforesaid the said Gunnapattee purchased of your Orator three pieces of Serge amounting to 35 Pagodas Current money of Madras which in Sterling money of Great Britain accounting each Pagoda 8^{s} amounts to 14£ or thereabouts but the said Gunnapatee not having ready money to pay for the said purchase did make sign and Give unto your Orator one Bond or Writing Obligatory for that sum bearing date in Madraspatnam the 5th. day of March which was in the year of our Lord 1745 therein & thereby binding himself to pay the same on demand Translate of which Bond is for this Honourable Courts Inspection hereunto annexed to which your Orator most humbly referrs and prays the same may be admitted as part of this your Orators Bill of Complaint the Original being in your Orators Custody ready to be produced as this Honourable Court shall

please to direct and your orator further shews unto this Honble Court that your Orator hath received ffive P^s. in part of the said debt and hath often and that in the most Amicable manner demanded payment of the residue.

But now so it is may it please this Honourable Court the said Gunnapattee wilfully and obstinately refuses to Give your orator any manner of Satisfaction your orator therefore prays such General Relief touching the premisses as to this Honble Court shall appear agreeable to Equity and Good Conscience Is the End of the Bill.

William Dumbleton
Att^y. for the Compl^t.

5th. March 1745, Madraspatnam.

I Gunnaputtee son of Yeagapah Moodelare do hereby acknowledge to have taken up and received of Vencatachelum son of Maudera Vassell Vencatopathe Naigue ffour pieces of ffine Serge value Thirty ffive Pagodas and thirty ffive ffanams which sum I promise to pay on demand with Interest at Eight ℔ Cent.

drawn and signed by
Gannaputtee.

Witness
Tilla Chitty.
Pereatomby.

Translated from a Cadjan said to be the Original.

Joseph Githin
Exam^r.

Mayors Court at
Madraspatnam.

Tuesday the 5th. day of November Anno Domini 1745 Between Vencatachelum of Madras Merchant Complainant and Gunnaputtee of the same place also Merchant Defendant.

On reading the Complainants Bill with Translate of a Cadjan Bond under the Defendants hand dated the 5th. March 1745 for P^s. 35. 35 f^s. thereto annext The Defendant appeared in Court and acknowledged the Execution of the said Bond and the Justness of the Complainants Demand This Court doth therefore on due Consideration had think fit to order and Decree and doth accordingly order & Decree that the Defendant do pay unto the Complainant the full & Just sum of P^s. 35. ff^s. 35. Current of Madras being the residue of the Principal money appearing to be due on the before said Bond together with such Bond after the rate of 8 ℔ Cent ℔ Annum as now is or shall hereafter become due thereon until full paym^t. is made and also the Costs of this suit.

℔ Cur
Noah Casamajor
Reg^r.

22^d. October 1745.

To the Honble The Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orator Trevengalum Comrapah Merchant and Inhabitant of Madras Executor or Trustee to the Estate of Moota Ninah Chitty also Merchant of this place but now deceased who in his life time was applied to by one Nellamooteama Relict of Vallaboo Chitty and Inhabitant of Madras for the Loan of a sum of money at whose request the said

Mootu Nina Chitty did advance and lend to the said Nellamooteama the full and just sum of 207 Ps. Current of Madras for securing the Repayment thereof she the said Nellamooteama Did Mortgage and Assign over to the said Mootu Ninah Chitty her Dwelling house situate in the Moottalla Petta by a Bill of Sale thereof by a Cadjan Note in Writing under her hand bearing date in Madras the 1st. of January 1744/5 Translate of the same being hereunto annexed for the Inspection of this Honourable Court and to which your Orator most humbly referrs praying the same may be admitted as part of this your Orators Bill of Complaint and your Orator shews that he has frequently as Executor or Trustee to the said Estate of Mootu Ninah Chitty deceased requested of the said Nellamooteama to discharge her said Obligation. But now so it is the said Nellamooteama refuses to give your Orator any satisfaction in the premisses To the End therefore that the said Nellamooteama may upon her Corporal Oath true and perfect Answer make to all and singular the matters and things aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay the full Principal and Interest that may be due on the said Mortgage or that the said house so Mortgaged may be sold towards discharging the same and that your Orator may have such further and other relief as shall be agreeable to Equity and good Conscience.

Robt. Sloper
Atty. for the Complainant.

1st. January 1744/5, Madraspatnam.

I Nellamooteama Relict of Vallaboo Chitty do hereby acknowledge to have Borrowed and received of Poodupaucum Ninah Chitty Moota Ninah Chitty the sum of 207 Ps. Current of Madras for securing the repayment of which sum with Interest at Nine ₱ Cent on demand I Mortgage my Dwelling house, with the Bill of Sale thereof, situate in the Mottalla Petty.

Nellamooteama's *mark*

Witness
Vallaca Chitty Conneca Subba Chitty.
Teverden Veeragua Chitty.
drawn by Choongoondram Permallia.

Translated from a Cadjan said to be the Original.

Joseph Githin
Examr.

Mayors Court at
Madraspatnam.

Tuesday the 5th. day of Novr. 1745 Between Trevengalum Comrapah (Trustee to the Estate of Moota Nina Chitty deced) of Madras Merchant Complainant and Nellamooteama (Relict of Vellaboo Chitty deced) of the same place Widow Defendt.

On reading the Complainants Bill with Translate of a Cadjan Mortgage Bond under the Defendants Hand dated the 1st. Janry 1744/5 for Ps. 207 thereto annext The Defendants son appeared in Court on behalf of his Mother (who was sick) and acknowledged the Execution of the said Bond and the Justness of the Complainants demand And on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just sum of 207 Ps. Current of Madras being the Principal money of the before said Mortgage Bond together with such Interest after the rate of 8 ₱ Cent ₱ Ann as now is or shall hereafter become due thereon until full

payment is made and also the Costs of this Suit and on default of payment at or before 21 days from the date hereof that the Mortgaged premisses be sold and the money arising from such Sale paid unto the Complainant in and towards the discharge of his said Debt and Costs.

℔ Cur
Noah Casamajor
Regr.

10th. Sepr. 1745.

To the Honourable The Mayors Court
at Madraspatnam.

Humbly Complaining Sheweth unto this Honourable Court your orator Cotumbauck Gruapah Merchant and Inhabitant of Madras was applied to for the loan of a sum of money at Interest by one Golta Latchmana of the place aforesaid Widow at whose Instance and request your Orator did advance and lend her the full and just sum of 20 Ps. Current money of Madras for securing the Repayment whereof with Interest after the rate of Nine ℔ Cent ℔ Annum in six months she the said Golta Latchmana did make sign and give unto your Orator one Cajan Bond Note or Writing Obligatory bearing date in Fort St. George the 21st. day of November which was in the year of our Lord 1738 Translate of which Bond is for this Honourable Courts Inspection hereunto annexed to which your Orator most humbly refers and prays the same may be admitted as a part of this his Bill of Complaint and your Orator further shews this Honourable Court that in and by the said Bond one Dundee Boree is bound in case of ffailure on Golta Latchmana's part to pay the Amount Principal and Interest of the said Bond at the Expiration of the said six months and your Orator further shews that since the said Transactions Dundee Boree is departed this life and one Vencatadry a Dubash of Madras has proved himself his Heir and taken possession of his Estate and Effects of whom as also of the said Golta Latchmana your Orator hath often in an amicable manner demanded payment of the above Recited debt.

But now so it is may it please this Honourable Court the said Golta Latchmanah and Vencatadry both of them absolutely refuses to give your Orator any manner of Satisfaction your Orator therefore prays a General relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience. Is the End of the Bill.

William Dumbleton
Atty. for the Complainant.

21st. November 1738.

I Gultah Latchmana do hereby acknowledge to have borrow'd and received of Cotaumbauck Gruapah the sum of 20 Ps. Current which sum I promise to pay in Six Months with Interest at Nine per Cent and on default of payment at the time limited Dundee Boree is obliged for the payment of Principal and Interest.

Gultah Latchmana's *mark.*
Borees *mark.*

Nagee Reddee.
Suncoo Vencatachelum.
drawn by Mungeral Teagapah.

Translated from a Cadjan said to be the Original.

Joseph Githin
Examr.

5th. Novr. 1745.

THE Separate Answer of Gulta Latchmanah to the Bill of Complaint of Cotumbauck Gruapah Merchant of Madras.

THE said Defendant now and at all times hereafter reserving to herself all and all manner of Benefit and advantage of Exception to the manifold Errors Imperfections Incertainties and Untruths in the said Bill contained for answer thereunto or unto so much thereof as this Defendant is advised doth materially concern her this Defendant to make answer unto she this Defendant answereth and saith That this Deft. having occasion for money did apply to the Complainant for the sum of Ps. 20 which the Complainant refused to do, but afterwards one Dundee Boree being bound with this Defendant and obliging himself to be Answerable for the Sum borrowed together with the Interest thereon if this Defendant did not pay the same within six months, the Complt. was satisfied therewith and did lend the before mentioned sum, but the limitted time for payment being expired the said Dundee Boree then applied to this Defendant and said, as he had Engaged, and was now Accountable for Ps. 20 borrowed of the Complainant with the Interest thereon and upon the Complainants demand was obliged to pay it, did therefore require this Defendant to pay the amount to him as it then became an Obligation on him to discharge the said debt to the Complainant She this Defendant not having Complied therewith within the limitted time of Six Months. As the said Dundee Boree had then bound himself this Defendant thought it her Duty to make satisfaction to him, and accordingly did in a short time after pay to him the said Dundee Boree Ps. 15 and afterwards let him have some Brass lamp stands value above Ps. 6 being account the principal and Interest due on the said Bond. But after this it so happened the said Dundee Boree died not having Discharged the said Bond as he had promised to do. upon which and it being known that this Defendant had paid the said Dundee Boree in his life time The Complainant made frequent applycation to one Vencatadry who is Heir and has possessed himself of the said Dundee Borees Effects and did promise to pay the same but on ffailure thereof the Complainant has now sued this Defendant Jointly with him the said Vencatadry This being a true relation of the affair this Defendant has only to rely on the Justice and Equity of this Honourable Court and humbly hopes she shall not be obliged to pay a second time what she this Defendant a poor widow, has long since paid to the said Dundee Boree but that the said Vencatadry being Heir to the said Dundee Boree may be obliged to make full satisfaction to the Complainant.

ALL which matters and things this Defendant is ready to Aver maintain and prove as this Honourable Court shall Direct and humbly prays to be hence dismissed with her reasonable Costs in this behalf most wrongfully sustained.

ROBT. SLOPER
Attorney for the Deft

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 5th. day of November Anno Domini 1745 Between Cotumbauk Gruapah of Madras Merchant Complt. & Gulta Latchmanah Widow and Vencatrady (Heir of Dundee Boree Deceased) Dubash both of the same place Defendants.

ON HEARING the Complainants Bill, with Translate of a Cadjan Bond under the hand of the Deft. Golta Latchmanah and of the aforesaid Boree dated the 21st. Novr. 1738 for Ps. 20 thereto annext and the separate Answer of the Defendant Gulta Latchmana read and it appearing to this Court that the Defendant Vancatadry hath been served with the Regular process to answer the Complainants Bill but wilfully and Obstinately refusing so to do On due Consideration had this Court

doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full and just sum of 20 Ps. Current of Madras being the princl. money of the before mentd. Obligation togr. with such Int. after the rate of 8 ℔ Ct. ℔ Anñ as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

℔ Cur
Noah Casamajor
Regr.

20th. August 1745.

To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your orator William Percival Merchant and Inhabitant of Madras that one Tomby Chitty of the same place Merchant stands indebted to your Orator the full and just sum of 1,500 Ps. Current money of Madras on ffour Bonds as follows.

one Bond for Pagodas		500	Dated Febry 6th. 1741/2.
one	Do.	500	Dated Decemr. 22d. 1742.
one	Do.	100	Dated Decemr. 11th. 1742.
one	Do.	400	Dated May 1st. 1742. [sic]
4 Bonds	Pagodas	1500	

Which in Sterling money of Great Britain accompting each Pagoda 8s. amounts to Six hundred Pounds (£.600) or thereabouts all which will appear ℔ Translates of the said ffour Bonds for the Inspection of this Honourable Court hereunto annexed to which your Oror most humbly referrs and prays the same may be accepted as part of this your Orators Bill of Complainant [*sic*] the Originals being in your Orators Custody ready to be produced as this Honourable Court shall please to direct and your Orator shews unto this Honourable Court that the said ffour Bonds are drawn payable to one Cassuva Chitty Audeapah but the Property thereof rests solely in your orator and your Orator further shews unto this Honourable Court that Demands ffrequently in the most amicable manner have been made from time to time of the fore mentioned debt from the said Tomby Chitty.

But now so it is May it please this Honourable Court altho' the said Tomby Chitty acknowledges the justness of the Demand yet hath not your Orator hitherto been able to obtain any manner of Satisfaction, your Orator therefore prays such General Relief touching the premisses as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

William Dumbleton
Attorney for the Complt.

6th. February 1741/2, Madraspatnam.

I Tomby Chitty Companys Merchant do hereby acknowledge to have Borrowed and received of Cassuva Chitty Adipah the sum of 500 Ps. Current of Madras which sum I promise to pay in two Months with Interest at nine ℔ Cent.

Tomby Chitty.

Witness
Linga Chitty.
Attaputta Comrapah Chitty.
drawn by Chittereapen.
Translated from a Cadjan said to be the Original.

Joseph Githin
Examr.

22^{d}. December 1742.

I TOMBY CHITTY Companys Merchant do hereby acknowledge to have Borrowed and Received of Cassuvah Chitty Adipah the sum of 500 P^{s}. Curr^{t}. of Madras which sum I promise to pay on Demand with Interest at 9 ℘ Cent.

TOMBY CHITTY.

WITNESS

Rangamar Rangapah Chitty.

Attaputtah Comrapah Chitty.

drawn by Chittereapen.

Translated from a Cadjan said to be the Original.

JOSEPH GITHIN
Exam^{r}.

11th. December 1742.

I TOMBY CHITTY Companys Merchant do hereby acknowledge to have Borrowed and Received of Cassuvah Chitty Adipah the sum of 100 P^{s}. Current of Madras which sum I Promise to pay on demand with Interest at Nine ℘ Cent.

TOMBY CHITTY.

WITNESS

Rangamar Rangapah Chitty.

Attaputtah Comrapah Chitty.

drawn by Chittereapen.

TRANSLATED from a Cadjan said to be the Original.

JOSEPH GITHIN
Exam^{r}.

1st. May 1743.

I TOMBY CHITTY Companys Merchant do hereby acknowledge to have Borrowed and received of Cassuva Chitty Adipah the sum of 400 P^{s}. Current of Madras which sum I promise to pay on demand with Interest at Nine ℘ Cent.

TOMBY CHITTY.

WITNESS

Attaputtah Comrapah Chitty.

Rangamar Rangapah Chitty.

drawn by Monnella Chinatomby.

TRANSLATED from a Cadjan said to be the Original.

JOSEPH GITHIN
Exam^{r}.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 12th. day of November Anno Domini 1745 Between William Percival of Madras Merchant Complainant and Tomby Chitty of the same place also Merchant Defendant.

ON HEARING the Complainants Bill with Translates of 4 Cadjan Bonds under the Defendants hand one dated the 6th. February 1741/2 for P^{s}. 500, one the 11th. December 1742 for P^{s}. 100, one the 22 Decr. 1742 for P^{s}. 500, and one

the 1st. May 1743 for Ps. 400 thereto annext read, and it appearing to this Court that the Defendant hath been served with the Regular process to answer the Complainants Bill but wilfully and obstinately refusing so to do On due Consn. had this Court doth therefore think fit to Order and Decree and doth accordingly order & Decree that the Defendant do pay unto the Complt. the full and just sum of 1500 Ps. Current of Madras being the principal money of the ffour before mentd. Obligations together with such Interest after the rate of 8 ⅌ Cent ⅌ Anñ as now is or shall hereafter become due thereon until full payment is made and also the Costs of this suit the Plt. having made Oath to the Justness of his Demand.

⅌ Cur
Noah Casamajor
Regr.

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5 Novr. 1745.

To the Hoñble the Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orator Gopah Chitty Ball Gruah of Madras Merchant That there having been dealings between your Orator and one Ramah Syringa Chitty he with one Ramajee Rangiah his Brother both of the same place Merchants now being and residing within the Jurisdiction of this Honourable Court gave their Joint Note unto your Orator bearing date on or about the 29th. day of August in the year 1741 for the sum of Ps. 313. 18 payable at Ps. 50 each year until the whole should be paid with Interest at 8 ⅌ Cent ⅌ Anñ as by the said Note wrote in English in your Orators Custody ready to be produced as this Honourable Court shall direct will appear. Your orator further shews that on or about the 15th. day of October in the year 1743 They the said Syringa Chitty and Ramahjee Rangiah being in want of a further sum of money borrowed of your Orator the sum of Pagodas 127. 34 and for the securing the repayment thereof with Interest after the rate of 8 ⅌ Cent on the 30th. day of March then next Ensuing they mortgaged six houses situate in Corah Petta, particularly described in the Mortgage Bond Translate whereof is hereunto annexed and the Original in your orators Custody ready to be produced as this Hoñble Court shall direct, which sums make together the Prin1. sum of Ps. 441. 16 so due to your Orator with Interest thereon. But now so it is may it please this Honourable Court that your Orator hath used all amicable measures to get his said demands satisfied but without the least Effect To the End therefore that the said Syringa Chitty and Ramajee Rangiah may upon their Corporal Oaths true and perfect answer make to all and singular the matters and things aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the Principal sum of Ps. 441. 16. — as also such Interest that shall become due theron or that the said premẽs may be sold towards discharging the same and that your Orator may have such General Relief in the premisses as shall be agreeable to Equity and Good Conscience.

Robt. Sloper
Attorney for the Complt.

Translate of a Mortgage given by Syringa to Gobi Chitty Ball Gruapah dated Madraspatnam the 15th. day of October A.D. 1743.

I Syringa Chitty do hereby acknowledge to have borrowed and received of Gobi Chitty Ball Gruapah the sum of 127. 34. (Ps. ffs.) for securing the repayment of which sum with Interest at Eight per Cent on the 30th. of March next I mortgage the following Six Houses in Coral Petty Vizt. my Dwelling house inhabitated by

Austraga Virthapen Ramangee and Munga, one D°. by Quondapa Chitty one by Pooinde Gru Vencaten and two by Caume Chitty and his ffamily and on default of payment at the time Limitted the above houses are to be sold to discharge the Principal with Interest due thereon.

STERUNGA CHITTY.

RAMANJEE RANGIAH'S *mark.*

WITNESS

Dorsery Vencatachelum.

Ravenapah.

drawn by Amarapathe.

TRANSLATED from a Cadjan said to be the Original.

JOSEPH GITHIN

Examr.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 12th. day of November Anno Domini 1745 Between Gruapah Chitty Ball Gruah of Madras Merchant Complainant and Syringa Chitty and Ramajee Rangiah of the same place also Merchants Defendants.

ON HEARING the Complainants Bill with a Note under the Defts hands dated the 9th. of August 1741 for Ps. 313. 18. also Translate of a Cadjan Mortgage Bond under the Defts. hands dated the 15th. Octr. 1743 for Ps. 127. 34 making togr. the sum of P. 441. 6. thereto annext read, the Defendant appeared in Court and Acknowledged the Execution of the said Obligations and the justness of the Complainants demand and on due Considera had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant in and towards the discharge of his said Debt and Costs. the principal money of the two before mentioned obligations together with such Interest after the rate of 8 ₱ Cent ₱ Ann. as now is or shall hereafter become due thereon until full payment is made and also the Costs of this suit and in default of payment of the last mentioned Obligations at or before 21 days from the date hereof That the mortgaged premisses be sold, and the money arising from such sale paid unto the Complaint. the full and just Sum of Ps. 441. 16 Current of Madras being

₱ CUR

NOAH CASAMAJOR

Regr.

5th. March 1745.

TO THE HONBLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honble Court your Orator Gannaputtee Merchant of Madras being at the Sea Gate on the 20th. day of Novr. 1744 the then Sheriff of this place at that time Exposed to Sale an House (situate in Cotchall Pagoda Street in the Mootal Petta) by Virtue of a Warrant of Execution issued out of this Honble Court against the Effects of one Panjan your Oror bid 101 Ps. for the said house, and no one bidding more it was Cry'd down to your Orator at which time one Vencatatia Pilla being present offered to take your Orators purchase off his hands and allow your Orator 2 Ps. profit thereon your Orator accepted the Proposal and told the Sherriff thereof who thereupon Changed the Name in his

Account Sale and incerted the name of Vencatatia Pilla and Got a Bill of Sale Registered at the Choultry in the name of the said Vencatatia Pilla but on the Sherriffs demanding payment of the said Vencatatia Pilla he put him off from time to time the Sheriff provoked at being so Trifled with sent to demand payment of your Orator saying your Orator might recover it from Vencatatia Pilla how he could your Orator to avoid being Involved in a Law suit which the Sheriff threatned him with paid the money for Vencatatia Pilla who promised to repay it in a short time which 101 Ps. added to the 2 Ps. allowed your Oror as profit makes Ps. 103 which in Sterling money of Great Britain accompting each Pagoda 8s. amounts to 41 lb. 4 s. 0 d or thereabouts the repayment of which Sum your orator hath often demanded in the most amicable manner from the said Vencatatiah Pilla.

But now so it is May it please this Honourable Court the said Vencatatiah has taken possession of the aforesaid Bond pull'd off the Top and sold the materials and yet wilfully and obstinately refuses to give your orator any manner of satisfaction your Orator therefore prays a General Relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

William Dumbleton
Attorney for the Complaint.

To whomsoever it may concern whereas there is a House and Ground situated in the Motal Peta in Catchall Pagoda street between the house of Comrapah Chitty and the Street containing in Length 64½ and in Breadth 33 with a piece of Ground adjoining in Length 22½ and in Breadth 9½ on which an Order of Execution out of the Hoñble the Mayors Court to the Sherriff of Madraspatnam was passed and served and was sold at Outcry by Publick sale at the sea Gate being then belonging to Panjan for Ps. 101 to me in hand paid by Vancatashia Pullae at the signing and delivery hereof do by these presents Bargain and Sell and have Bargained and Sold unto him the said Vencatashia Chitty and his Heirs and assigns for ever To have and to hold the said house and Ground with all Conses. and Appurts thereunto Belonging Witness my hand in Fort St. George November 24th. 1744.

Registred
M. Empson, *Regr.*
A true Copy.
Wm. Dumbleton
Atty. for the Complt.

Thos. Cooke *Sheriff.*
Wm. Monson.
Wm. Johnson. } Iss.

2d. April 1745. The Answer of Vencatashia Pilla of Madras Merchant Defendant to the Bill of Complaint of Gannaputtee of the same place Merchant Defendant.

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Excep to the Mnifold Errors, Imperfections, Incertainties, and untruths in the Complainants said Bill Contained for Answer thereunto or unto so much thereof as he this Defendant is advised materially doth concern him this Defendant to make answer unto He this Defendant Answereth and saith.

That he absolutely denies to have ever offered the Complainant two Ps. profit on the house as is falsely set forth by the Complainant in his Bill of Complaint nor did the Complainant buy that House for Ps. 101 neither was the Complainants Name placed in the Sheriffs Account Sales instead of this Defendants Name as the Complainant would falsely insinuate But this Defendant begs Leave to set forth to this Honourable Court the Transactions that passed relating to the said house.

This Defendant saith that he himself bought the said House at Outcry (it belonging to one Panjan) for Ps. 101 and a few days after the Complainant applied himself to this Defendant saying that he had Occasion for a House and desired this Defendant to Let him have the same to which this Defendant Consented and agreed

and sold him the said house at the same price that this Defendant had purchased it at, upon which the Compliant [*sic*] carried the money (being Ps. 101) to the Sherriff and paid it to him in this Defendants presence and did then desire the Sherriff to procure a Bill of Sale for the said house in his the Complainants name. The Sherriff then said as he had sold the house to this Defendant he had therefore already got a Bill of Sale in his But in Case the Complainant had a mind for a Bill of Sale in his own name he must get one from this Deft. upon saying of which the Complainant took the Bill of Sale that was made in this Defendants name from the Sherriff, and by the Order of the Sherriff, he took some Choultry Talliars and carried them to the said house and turned Panjan out that then lived therein and took possession thereof.

And this Defendant further saith that he absolutely denied to have pulled off the Roof of the said house or sold the Materials thereof, as the Complainant falsely sets forth in his Bill of Complaint and this Defendant begs Leave to set forth some passages relating to that affair.

One Nella Moota Pilla a Neighbour of the aforesaid Panjan having by the Consent of the said Panjan built a kind of Cover (at his own expence) in the back yard of the said Panjans house of which the said Nella Moota Pilla made use of, and when the Sherriff sold the said house, he Expected those Appurtenances and after the said House was sold Nella Moota Pilla obtained Leave from the Sherriff to pull down the said John and take the same away, and after this Defendant had sold the said house to the Complainant he this Defendant was no more in possion of it.

All which matters and things this Defendant is ready to averr maintain and prove the same as this Honourable Court shall award and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this Behalf most wrongfully sustained.

Henry Deveil
Attorney for the Defendt.

2 April 1745. The Replycation of Gunnapattee to the Answer of Vencatatia Pilla.

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many untruths in the said Answer saith that the same is very Imperfect and insufficient in the Law to be replied unto and this Replyant also further saith.

That the Defendants Assertion That, that part of the Roof which Nella Moota Pilla pull'd down, did not belong to this Replyants purchase is both false and absurd, For who ever knew a House described in length and breadth &c. with appurtenances Sold upon Condition of the Top being Excepted unless Notice was given there of by Advertizement before the Sale which was not done in this Case the Bill of Sale being very particular as to the situation and length and breadth of the premisses Exposed to sale but no mention made of what the Deft. falsely Claims.

All which matters and things this Repliant is ready to averr maintain and prove and humbly prays to be hence dismissed as in & by this Replyants Bill he has already prayed.

Wm. Dumbleton
Attorney for the Replyant.

22nd May 1745.

The Rejoinder of Vencatatia Pilla to the Replycation of Gaunnapattee.

The said Defendant now and at all times hereafter Saving and reserving to himself all and all manner of Benefit and advantage of Exception to the Manifold Errors Incertainties and Insufficiencies of the sd. Replycation Saith that all and singular the matters and things in this Defendants answer Contained are true as the same are therein alledged and this Defendant also saith.

That the piece of Roof or Tyling pulled down was neither Bought nor sold with the house and it was carried away by its proper Owner Nella Mootah Pillah who had Leave to build it upon Panjans Ground and paid him for it the sum of Ps. 3. 8 as ℔ the Agreement hereunto annext so that the now Complainant hath no Property therein, nor it was never sold with the house because it never belonged to it, As to the purchase of the house this Defendant will prove in all shapes the Complainant bought it and paid the Sherriff for it with his own hands, and by the Sherriffs order got Talliars to turn out the Inhabitants, and put himself in possession and now to deny the purchase, because he thinks it Dear is a meer folly for that was the very reason this Defendant sold him without a Cash profit, the said house only, Because this Defendant thought it was a dear Bargain and this Defendant saith as in and by his said Answer he hath already said and will averr maintain and prove the same.

Henry Deveil
Atty. for the Deft.

1st. September 1737 Madraspatnam.

Pungen son of Punjen do hereby acknowledge to have Borrowed and received of Nellamootain son of Boma Conen the sum of Three Pagodas and Eight ffanams Current money of Madras and it is agreed that Nellamootain shall have the use of my Ground in Consideration of Interest till the debt is discharged.

Punjen's *mark.*

Witness
Normacorra Vencatashen.
Narnee Chitty.
drawn by Marsharamine.

Translated from a Cadjan said to be the Original.

Joseph Githin
Exr.

Interrogatories to be administred to such Witnesses as shall be produced sworn and Examined on the part and Behalf of the Complainant in a certain Cause wherein one Gannapattee is Complainant and one Vencatatia Pilla Defendant.

To all the Witnesses Imprimis do you know the parties Complainant and Defendant in this Cause or either of them if yea, how long have you so known them, or either of them, and which of them Declare.

2d. To Cautteapah, Errapah, Chittenbelum and Baushacaur Item do you know that one of the contending partys, sold the other a house, if yea, on what Terms was it bought and sold, who bought it, and who sold it, was the Buyer ever put in possion by the Seller, if yea, is he yet in possession, if nay, what use did he make of the house, while in possession did he make any Alterations or not, did he, or did he not take away any part or parcel of the said house, if yea, what part or parcel Declare.

3. To all the Witnesses Item do you know or can you say any other matter or thing material for the Complainant in this Cause, if yea, set forth the same as you know have heard or do Believe with the reasons of such your Knowledge or belief Declare.

William Dumbleton
Attorney for the Complt.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN GUNNAPATTEE COMPLAINANT &
VENCATATIA PILLA DEFENDANT.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

CAULTEAPAH of Madras Conicoply aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 21st. day of August 1745 shewn at the office of Mr. Henry Deveil Attorney for the Defendant by Conecapa who left a Note of the name title and place of abode of the said Caulteapah and afterwards on the same day being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he knows the parties Complainant and Defendant and hath so known them 12 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the Complainant sold the Defendant a house for two Pagodas advance on the Outcry Bill and deliver it over to him but cannot say whether the Defendant is now in possion thereof. He further saith that he knows the Defendant & one Nellamootain pulled Down one side of the house and carried the materials away and more saith not to this Interry. To the last Interry this Deponent saith that the Complainant about seven or Eight days after he had sold the house demanded the money of the Defendant who said he had Endeavoured to borrow it of several people but could not procure it, therefore desired the Complainant to Deposit the money and he would repay him with Interest, whereon the Complainant borrowed the sum of Mr. Slopers Dubash and paid off the Outcry Bill That the Bill of Sale is drawn in the Defendants name and more saith not.

CAULTEAPAH.

JOSEPH GITHIN
Examr.

ERRAPAH of Madras Company Peon aged 35 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant seven months and the Defendant 7 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the Complainant sold the Defendant a house for two Ps. advance on the price he bought it, at the Sea Gate and delivered it over to him but cannot say whether the Defendant is now in possession of the House or has made any use thereof that he knows one Nellamootain pulled down one side of said house by the Defendants Order and Carried the Materials away and more saith not to this Interry.

To the last Interry this Deponent saith that the Bill of Sale of the said house is drawn in Defendants name but Continues in the Complaints. Custody till the money is paid and more saith not.

ERRAPAH.

JOSEPH GITHIN
Examr.

CHITTUMBALUM of Madras Petty Merchant aged 36 yrs. or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt. two years and the Defendant ffour years or thereabouts.

2d. To the second Interrogatory this Deponent saith that he knows the Complt. sold the Defendant a house for two pagodas advance on the Outcry Bill and delivered it over to him but cannot say whether the Defendant is now in possion of the House That he knows he pulled down one side of the house and carried the materials away and more saith not to this or Interry.

To the last Interry this Deponent saith that the Defendant desired the Complainant to pay the Outcry Bill and said he would repay him with Interest and that the Complainant thereon Borrowed the money of Mr. Slopers Dubash and paid off the Bill and more saith not.

Chittumbalum

Joseph Githin
Examr.

Baushacaur of Madras Petty Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant two years and the Defendant 8 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the Complainant sold the Defendant a house in Consideration of two Ps. advance on the Outcry Bill and Delivered it over to him but cannot say whether the Defendant is now in possession of the said house or has made any use thereof that he heard the Defendant pulled down a part of the house and more saith not to this Interry.

To the last Interry this Deponent saith That when the Complainant demanded the money for the above house the Defendant desired him to pay the Outcry Bill and he would repay him with Interest that the Bills drawn in the Defendants name but Continues in the Complainants Custody till the money is paid and more saith not

Baushacaur.

Joseph Githin
Examr.

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Complt. in a certain Cause wherein one Gannaputtee is Complainant and one Vencatatia Pilla is Defendant.

To all the Witnesses Imprimis do you know the parties Complt and Defendant in this Cause or either of them if yea, how long have you so known them or either and which of them Declare.

To James Wilmott and Permoll Item Do you know for what the partys contend did you or did you not hear words pass at the Sea Gate between the partys if yea what subject did those words treat of, what do you know Concerning the sale and purchase of a house Declare.

To all the Witnesses Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea set forth the same as you know have heard or do Believe with the reasons of such your Knowledge or Belief Declare.

William Dumbleton
Atty. for the Complaint.

MAYORS COURT AT MADRASPATNAM.

BETWEEN GANNAPATTEE COMPLAINANT
AND
VENCATATIA PILLA DEFENDANT.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

JAMES WILMOTT of Madras Court Serjeant aged 34 years or thereabouts being produced as a witness in this Cause on the part of the Complainant was on the 13th. day of September 1745 shewn at the office of Mr. Henry Deveil Attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said James Wilmott and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath seen the partys Complt and Defendant but hath no certain knowledge of either.

2d. To the second Interry this Deponent saith that he has heard the parties contend about a House but did not hear any words pass between them at the Sea Gate That he knows one Panjans house was sold in the November last by the Sherriff at the Sea Gate and to the best of his Remembrance it was cryed down to one Gunnapattee and more saith not to this or the last Interry.

JAMES WILMOTT.

JOSEPH GITHIN
Examr.

PERMAUL servant to James Wilmott Court Serjeant aged 29 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 20 years and the Deft. 10 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the parties contend about Panjans house sold by the Sherriff at the Sea Gate but did not hear any words there pass Between the parties Concerning the same that he remembers the Defendant bid an 100 Ps. at the Outcry but the Complainant bidding a 101 Ps. the house was Cryed down to him. He further saith that about 10 days after the Complainant came to him this Deponent and told him the Defendant had agreed to give him two Ps. profit on the house and that he had sold it to him and more saith not to this or the last Interry.

PERMAUL.

JOSEPH GITHIN
Examr.

INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Defendant in a certain Cause wherein one Gannapattee of Fort Saint George Merchant is Complainant and Vancatashia of said place is Defendant.

IMPRIMIS do you know the parties Complainant and Defendt. in this Cause or either and which of them and how long have you so known them or either and which of them Declare.

2d. To MUNDALA VEERAGOO AND ARNACHELLUM Conicoply Item do you know of any house sold by the Sherriff wherein the now Plaintiff and Defendant are Interested, if yea, set forth as follows; Whose house was so sold, to whom sold, for what sum was it sold at the Sea Gate and what the Sherriff gave Notice concerning the

sale of the said house, if there was any Mortgage Agreement or Incumbrance thereon and of what Value or kind, if any Materials were pulled down, if any Carried away, by whom pulled down and by whom Carried away and the property so carried away to whom it belonged Do you know the Cadjan now shewn you at the time of your Examination marked HD what does it contain set forth all you know of the present dispute, all you have heard and all you do beleive with the reasons of such your knowledge or Belief Declare.

3d. To NELLAMOOTAH Item Do you know this Cadjan now shewn you at the time of your Examination marked HD what do you know of this Cadjan did you, or who else did carry away any Materials of a house lately and what House and what Title had you to such materials.

To PANJAN Do you know ought of the house now in dispute who Bought the said house of the Sherriff and for what sum was the said house sold at any time after by whom and to whom and for what sum was the now Defendant in possession of the said house or who else was in posſion who turned the partys out of possession of the said house, and by what Authority say further all you know concerning the present dispute Declare.

HENRY DEVEIL
Attorney for the Defendant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Gannapattee Complaint.
&
Vancatatia Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

MUNDALA Veeragua of Madras Dubash aged 35 yrs. or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 3d. day of July 1745 shewn at the Office of Mr. Wm. Dumbleton Attorney for the Complainant by Connecapa who left a Note of the Name Title and place of abode of the said Mundala Veeragua and afterwds. on the same day being Sworn & Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant 8 years and the Defendant 12 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows the house belonging to Panjan was sold by the Sherriff at the Sea Gate to the Defendant for 101 Pags. who 3 days after sold the same to the Complainant for the said sum which he paid to the Sherriff. He further saith that the Sherriff gave Notice that a Viranda built on the Ground belonging to the said house was the property of one Nellamoota who afterwards pulled it down and carried the materials away. This Deponent further saith that he has no knowledge of the Cadjan marked HD shewn him now at this his Examination but on hearing it read says he remembers to have heard that a Cadjan to that purpose was given by Panjan to Nellamootah empowering him to build the Viranda as above on his Ground that the Complainant after he had bought the house above mentioned got a Talliar from the Sherriffs and turned Panjan out and more saith not to this or the last Interry.

The mark of MUNDALL VEERAGUA

JOSEPH GITHIN
Examr.

ARNACHELUM Conicoply to the late Sherriff aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt 3 years and the Defendant 10 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows a house Belonging to one Panjan was sold by the Sherriff at the Sea Gate to the Defendant for 101 Ps. and that the Defendant afterwards sold the house to the Complainant before the said Sherriff for the said sum which the Complainant paid to this Deponent he being the Sheriffs Conicoply and received a Bill of Sale from the Sheriff. He further saith that the Sherriff gave Notice that a Viranda built on the Ground belonging to the house above mentioned was the property of one Nellamootah, who afterwards pulled it down and carried the Materials away, and that the Cadjan now produced and shewn him marked HD purports that the said Nellamootah had the liberty of building the Viranda above mentioned on Panjans Ground in Consideration of the Loan of Three Pagodas and a half to Panjan without Interest That the Complt. turned Panjan out of the house by the Assistance of a Talliar granted him by the Sherriff and more saith not to this or the last Interry.

ARNACHILUM.

JOSEPH GITHIN
Examr.

NELLAMOOTA of Madras Milkman aged 42 years or thereabouts being produced as a witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as followeth.

1st To the first Interry this Deponent saith that he hath known the Complt. 2 years and the Defendant 10 years or thereabouts.

3d. To the third Interry this Deponent saith that the Cadjan marked HD now shewn him was given this Deponent by Panjan who thereby empowered this Deponent to build a Veranda on his Ground in consideration of the Loan of Three Pagodas and a half without Interest That this Deponent pulled down the said Viranda and carried the materials away after Panjans house and ground was sold by the Sheriff to the Defendant for 101 Ps. He further saith that the Defendant sold the said house again to the Complainant for the same sum which he paid to the Sherriff who delivered the Bill of sale of the House to the Complainant that the Defendant had not taken possession of the house having sold it to the Complainant immediately after he had bought it and that the Complainant turned Panjan out by the help of a Talliar granted him by the Sherriff and more saith not to this or the last Interry.

NELLAMOOTA.

JOSEPH GITHIN
Examr.

PANJAN of Madras Painter aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Deponent saith that he hath known the complainant Six months and the Defendant he hath known 10 years or thereabouts.

4th. To the fourth Interry this Deponent saith that the house now in dispute was the property of this Deponent That the Defendant bought the said house of the Sherriff for 101 Ps. and sold it again to the Complt. for the sd. sum which he paid to the Sherriff who delivered the said House to the Complainant. He further saith

that the Defendant never was in possession of the said house and that the Complainant turned this Deponent out by the help of a Talliar from the Sherriff and more saith not to this or the last Interrogatory.

The Mark of PANJAN.

JOSEPH GITHIN
Exam^r.

ADDITIONAL Interrys to be administred to such Witnesses as shall be produced sworn and examined on the part and Behalf of the Defendant in a certain Cause wherein one Gonnapattee of Fort S^t. George is Complainant and Vancatatia Pilla is Defendant.

1st. ITEM IMPRIMIS. Do you know the partys Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2^d. To CUNDAPAH CHITTY AND SUBRAMONEY Item Do you remember when the house of one Panjan was sold by the Sherriff at the sea gate who bought the said house of the Sherriff, was the house sold at any other time if yea who sold the said house and who bought it, was it present when any money was demanded, who demanded the money, and what Answer was given, and by whom and who was present besides yourself.

3. To DASSAPAH Item Did any Body offer to sell you any House who offered to sell such House and where does that house stand and what was asked for that House and what did you bid for the same do you know how he who offered to sell, came by the said house Declare.

CAN you say any other matter or thing material for the Defendant in this Cause, if yea set forth the same as you know have heard or do Believe with the reasons of such your Knowledge and Belief Declare.

HENRY DEVEIL
Att^y. for the Defend^t.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Gunnapattee Complain^t.
&
Vencatatia Pilla Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

CUNDAPA CHITTY of Madras a servant in the Mint aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 6th. day of September 1745 shewn at the office of M^r. W^m. Dumbleton Attorney for the Complainant by Connecapa who left a Note of the name Title and place of abode of the said Cundapa Chitty and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Deponent saith that he hath known the Complainant one Year and the Defendant 15 years or thereabouts.

2^d. To the second Interry this Deponent saith that he remembers when the house of one Panjan was sold by the Sherriff at the Sea Gate That the Defendant bought the said house of the Sherriff and sold it again to the Complainant. He further saith that he was present when the Defendant demanded the money for the said house of the Complainant who said he had half the money ready and would

procure the remainder as soon as possible and pay him That Subramoney, Chittegon, Yerrapa and Collity were present at the same time and more saith not to this or the last Interry.

The Mark of CUNDAPAH CHITTY.

JOSEPH GITHIN
*Exam*r.

SUBRAMONEY of Madras Merchant aged 39 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the ffirst Interry this Deponent saith that he hath known the Complainant one year and the Defendant 3 years or thereabouts.

2d. To the second Interry this Deponent saith that he was not present when Panjans house was sold by the Sherriff at the Sea Gate but saith that the Defendant told him he had Bought the said house of the Sherriff at the Sea Gate and that he had sold it again to the Complainant. He further saith that he was present when the Defendant demanded the money of the Complainant who said he had part of the money ready and would make up the rest and pay him That one Nellanah and two others, whose names he cannot Recollect were present at the time, And more saith not to this or the last Interry.

SUBRAMONEY.

JOSEPH GITHIN
*Exam*r.

DASSAPAH of Madras Peon aged 29 years or thereabt. being Produced as a Witness in this Cause on the part of the Defendt. and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath no certain knowledge of the Complainant that he knows the Defendant and hath so known him 15 years or thereabouts.

3d. To the third Interry this Deponent saith that the Complainant offered to sell a house standing by Catchellas Pagoda for an hundred and six or seven Pagodas and that the person to whom it was offered said he would consider on it that the Complainant said he had bought the house of the Defendt. and more saith not to this or the last Interry.

The mark of DASSAPAH

JOSEPH GITHIN
*Exam*r.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 12th. day of Novr. Anno Dñi 1745 Between Gannaputtee of Madras Merchant Complainant and Vancata tia Pilla of the same place also Merchant Defendant.

THIS CAUSE coming on this day to be heard and debated before this Court in the presence of the parties and of the Attorneys on both sides on hearing the Complainants Bill with copy of a Bill of Sale dated the 20 Novr. 1744 No. 1156 thereto annext, The Defendants answer, The Replycation, the Rejoinder with Translate of a Cadjan note dated the 1st. September 1737 thereto annext also the Proofs taken

in this Cause read. And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon, This Court doth thereol think fit to order and Decree and doth accordingly order and Decree that the Complainants Bill do stand dismissed out of this Court with Costs.

℔ Cur
Noah Casamajor
Reg.

29th. Octr. 1745.

To the Honourable Mayors Court
at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your orator Terangoo Rangapah Merchant and Inhabitant of Madras having had Sundry dealings with one Maniapah also Merchant and Inhabitant of the place aforesaid he the said Maniapah having occasion for the loan of a Sum of money did apply himself to your orator requesting the same whereupon your orator did advance and lend unto the said Maniapah the full and just sum of 20 Ps. Current money of Madras which in Sterling Money of Great Britain accounting each Pagoda 8s amounts to Eight Pounds or thereabouts (P. 20. £.8.) for securing the repayment of which sum with Interest thereon after the rate of 8 ℔ Cent ℔ Annum in one year He the said Maniapah did in and by one Mortgage Bond No. 2735 regularly Registred in the Choultry Record bearing Date the 18th. day of April which was in the year of our Lord 1743, make over and Assign unto your Orator and his Heirs for ever one house with its appurtenances situate lying and being in Anamunta Pagoda Street in the Peddanaigues Petty Between the houses of Tellesinga and Calliditian Subject nevertheless to the usual Provisoe in such Cases, to wit, that if the said Maniapah his Heirs &c. should well and truly pay or cause to be paid unto your orator his Heirs &c. the money due thereon with Interest before the Expiration of the time limitted then and in such Case the obligation to become void otherwise to remain in full fforce and virtue all which matters wilfully appear to this Honble Court by the aforementioned Mortgage Bond, referrence being had thereto, now in your orators Custody ready to be produced as this Honourable Court shall please to direct and your orator further shews unto this Honble Court that the said Maniapah having occasion for a further sum of money did again apply to your orator for the loan thereof and at his request your orator lent him the further sum of 3 Ps. for securing the repayment thereof the said Maniapah gave your Orator an Interest Bond dated the 1st. day of June in the Year of our Lord 1743 now in your Orors Custody ready to be produced as this Honble Court shall please to direct so that your Orator Principal demand in the two fore mentioned Obligations is 23 Ps. Currt. of Madras which sum your orator hath often and that in the most Amicable manner demanded payment of.

But now so it is may it please this Honourable Court the said Maniapah wilfully and obstinately refuses to give your orator any manner of Satisfaction your orator therefore prays such general relief in the Premisses as to this Honble Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

William Dumbleton
Attorney for the Complainant.

Mayors Court at
Madraspatnam.

Tuesday the 12th. day of Novr. Anno Domini 1745 Between Terangoo Rangapah of Madras Merchant Complt. & Maniapah also of the same place Merchant Defendant.

On Reading the Complainants Bill the Defendant appeared in Court and acknowledged the Execution of the Bonds on which the plt. sues and the Justness of

his demand This Court doth therefore on due considerã had, think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and just Sum of 23 Ps. Current of Madras being the principal money of before mentioned Obligations together with such Interest after the rate of Eight ℔ Cent ℔ Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in default of payment at or before 21 days from the date hereof that the Mortgaged premisses be sold and the money arising from such sale paid unto the Complainant in and towards the discharge of his said debt and Costs.

℔ Cur
Noah Casamajor
Regr

10th. Sepr. 1745.

To the Hoñble the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth to this Honourable Court your orator John Stratton Merchant of Madras was applied to by one Subiah and Collandee Chitty (Gomastahs to one Veera Chitty) for the purchase of Sundry Goods and your Orator shews he did sell and dispose of to the said Gomastahs divers goods to the amount of 1600 Ps. Principal money and Current of Madras & which in Sterling money of Great Britain allowing 8 s. ℔ Pagoda amounts to 640 lb. or thereabouts and for the Security of the said money they the said Subiah & Collandee Chitty Jointly with one Tomby Chitty Merchant also residing in this place did sign and Give unto your Orator one Paper Bond or Obligation bearing date the 11th. of August 1744 thereby promising to pay the said money on or at the Expiration of two months from the date thereof as is therein specified But so it is the said Gomastahs have both neglected so to do as also the said Tomby Chitty who by the said Bond undertakes to see the said Contract duly performed and though your Orator hath frequently demanded payment of his principal and Interest due on the said Bond yet so it is the said Tomby Chitty and others refuse to give your orator any satisfaction in the premisses.

To the end therefore that the said Tomby Chitty, Subiah and Collandee Chitty may upon their Corporal Oaths true and perfect answer make to all and every the matters and things afsd. as fully truly and Effectually to all Intents and purposses as if the same were here again repeated and Interrogated and be Decreed to pay your Orator his said Principal sum & Interest due thereon and that your Orator may have such further and other relief in the premisses as may be agreeable to Equity and good Conscience.

Henry Deveil
Attorney for the Complaint.

Mayors Court at Madraspatnam.

Tuesday the 26th. day of November Anno Domini 1745 Between John Stratton of Madras Merchant Complainant and Subriah, Collandee Chitty and Tomby Chitty of the same place also Merchant Defendants.

On reading the Complainants Bill, with a Bond under the Defendants hand dated the 11th. Augt. 1744 for Ps. 1600 and it appearing to this Court that the Defendant Tomby Chitty hath been served with the Regular process to answer the Complts. Bill, but wilfully and obstinately refusing so to do, on due Consn. had

this Court doth therefore think fit to order and Decree and doth accordingly order and decree that the Defendant Tomby Chitty do pay unto the Compl[t]. the full and Ps. 1600 Just sum of Ps. 1600 being the principal money of the aforesaid Bond tog[r]. with such Interest after the rate of 8 ℔ Cent ℔ Añ as now is or shall hereafter become due thereon until full payment is made & also the Costs of this suit, the Pl[t]. first making Oath to the Justness of his Demand.

℔ Cur
Noah Casamajor
Reg[r].

21st August 1744.

To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Honourable Court your Orator Antona of Madras merchant That your orators Brother Timidy Veerapah late of Vizagapatam Merchant deceased to whom your orator is Heir had in his life time sundry Dealings in partnership with Permaul Modelare of Madraspatnam Merchant which were Chiefly Transacted on the said Permauls behalf by one Anconah his Gomastah late of Vizagapatam but now of Madraspatnam aforesaid within the Jurisdiction of this Honourable Court, and your Orator further shews that not being able to adjust his said deceased Brothers accounts with the said Anconah made his Applycation to John Stratton Esq[r]. then Chief at Vizagapatam aforesaid requesting his Assistance therein who advised your Orator and the said Anconah to referr the matters in dispute to the arbitration or Decision of four Merchants named Cooragyla Narrapa, Lingapa, Satte Lingum and Gongoloo Saubariah, which they undertook and stated an account between whereby it appears that there is the sum of Rupees 1147. 13. 6 due to your orators said Brothers Estate, as by a Translate thereof hereunto annexed marked N°. 1 will appear as also the said Arbitrators under wrote the said Account that there was the further sum of Rs. 231. 8. — also due, besides the ffreight of a first Voyage to Gongavarum at Rups. 9, and of a second Voyage to Ponde Marka at Rupees 13 for each Grove of Paddy or Rice which said Freight amounts to the sum of Rs. 150 and makes with the said two before mentioned sums the sum of Rs. 1529. 5. 6 that is due to the Estate of your orators said Brother and your orator further shews that after the said Arbitrators had delivered such their adjusted Account and award. He the said Anconah gave a Bond to the said John Stratton bearing date the 7th. day of November 1742 whereby after reciting the before mentioned Award or Decision he obliged himself to be accountable to your orator for the said money Provided the said Permaul Moodelare should refuse to pay the same, as by a Translate thereof marked N°. 2 will appear which said mentioned sum your Orator hath Demanded payment of the said Permaul and also of the said Anconah but they have both refused to pay him. Your orator further shews that on such refusal applycation was made to Richard Prince Esq[r]. the present Chief at Vizagapatam requesting his Assistance to recover the same in whose presence the said Anconah gave another Bond to your Orator bearing date the 22 day of January last whereby after reciting the before mentioned Bond so given to the said John Stratton, he obliged himself to go to Madras, settle his Accounts with the said Permaul and procure from him the Ballance of your orators Accounts or be accountable himself for the payment thereof within the space of three Months from the date thereof with this Proviso that if your orator had not his Bonds with him at Madras before the Expiraõ of the said three months then this last mentioned Bond should be void as by a Translate thereof also hereunto annexed marked N°. 3 will appear before the Expiration of which time your orator had the said Bond at Madras and has demanded performance thereof without Effect and your orator further shews that the said Arbitrators by their said award set forth that the said Permaul had on false pretences taken a Bond from Dontapillah Tumiah your orators ffather deceased for the sum of Rs. 414. 10. which ought to be Delivered up to

your Orator and which he hath often Demanded, and hath as often been refused the same and now threatned by him to be sued for it. But so it is your Oror cannot be relieved in the premisses without the Aid and Assistance of this Honble Court To the End therefore that the said Anconah may upon his Corporal Oath true and perfect Answer make to all and singular the matters & things herein before set forth as fully truly & Effectually to all intents & purposes as if the same were here again repeated and Interrogated & more particularly that he may set forth and say wher. such Arbitrators were not appointed, and wher. they did not state such Account & make such award as is before set forth, and wher. he did not give such Bonds as are before mentioned, as also whether he hath performed the same, and if not why he Doth not, and that the said Anconah may be Decreed to pay your Orator the said sum of Rs. 1529. 5. 6. with Interest and also to Deliver or cause to be delivered up the said Bond for Rupees 414. 10 & that your orator may have such further and other relief in the premisses as shall be agreeable to Equity and good Conscience.

ROBT. SLOPER

Attorney for the Complt.

Dr. PERMAUL MOODELARE IN ACCT. WITH THE ESTATE OF TUMIDY VEERAPAH DECED. Cr.

Dr.						
To Cash received of Doulapilla Butchena ...				1641	12	—
To half of the profits of two voyages to Negore ...				280	—	—
To Respondentia overcharged on a sum carried to Account shipping ...	751	—	—			
His share being 2/3ds. deducted is ...	500	10½	—			
				250	5½	—
Rupees ...				2172	1½	—

Cr.				Rs.	Ans.	
By Cash due to him on ball of the last acct. settled by Ancona				605	5	—
By Beetle Nut sold for Rs. 262. his ½ share ...				131	—	—
By Paddy bought at Poindy				109	13½	—
By the rems. of Paddy sold at Poindy				48	8	—
By what saved at Conneca				30	—	—
By the rems. of the stock at Gongeveram & Poinde Maika				25	5½	—
By Cash paid Tammiah for his Expences during his stay at Madras Ps.	6	15	40			
By Do. his Gomastahs paid Butchena at Negore	2	—	—			
	8	15	40	28	4	—
By what Veerapah was indebted to Vencatachilum.				50	—	—
				1024	4	—
By Ballance due				1147	13½	—
Rupees ...				2172	1½	—

Note Permaul Moodelare is further indebted in the following sums Vizt.

To Ballance of accounts settled and Concluded by Coursey Namby. Ps. 26. 3 @ 3½ Rupees ℔ Pa. is Rupees	81	8
To Ballance of what Battee Mahantee is indebted to the Joint stock of Rupees 300 half of which is	150	—
	231	8

THOUGH the Accounts stood in the manner above mentd. and the Estate was no ways Indebted to Permaul Moodelare yet he pretended that some Interest was due to him on the several Articles in the Credits side, and took a Bond from Doulapilla Tumiah for the sum of Rs. 114. Ans. 10. as also that part of Conneca was due to him notwithstanding.

BESIDES this, Permaul is to give the Estate an account of ffreight at Gongavaram for the first Voyage at Rs. 9. ℔ Garse and the second Voyage at Poindy Madaka at Rupees 13 ℔ Garse.

Signed by
COORAGYLA NARRAPA.
LINGAPA.
SATTE LINGUM.
GONGOOLA SANBARIAH.

TRANSLATED from a Cadjan said to be the Origl.

JOSEPH GITHIN
Examr.

TRANSLATE of an Obligation given by Douillapilla Ancana to John Stratton Esqr. Chief at Vizagapatam dated this 7th. day of November 1742.

WHEREAS a Dispute arose between me and Antunna on his deeming to be false, the Account I gave him by Word of Mouth relating to the concerns between Tumoodu Veerapah and Permaul Moodelare to whom I have paid the amount thereof Now I do hereby oblige myself to be Accountable, on the said Antummas behalf to John Stratton Esqr. chief at Vizagapatam for the Ballance becoming due to him in the account Drawn by the order of Sanca Lingapah Narrapah, Tumine Suttee Lingum and Gongara Shankariah provided the said Permaul Moodelare shall refuse on my advise to repay the Overplus received.

WITNESS ANCANA.
Mulla Muddagulla Oppulla Razu.
Davoopooja Paupiah.
drawn by Coluree Vencatashen.

TRANSLATED from a Paper Writing said to be the original.

JOSEPH GITHIN
Examr.

TRANSLATE of an Obligation marked B given by Doulapilla Ancana to Doulapilla Antunna dated This 22 day of January Anno Dñi 1743/4 in the presence of Richard Prince Esqr. Chief of Vizagapatam.

WHEREAS in the residency of John Stratton Esqr. at Vizagapatam I signed a paper in his presence whereby I was obliged to go to Madras to obtain Antunna's right from Permaul Moodelare or be accountable myself to him for the payment thereof Now I also hereby further confirm such my Obligation in the presence of Richard Prince Esqr. now Resident at Vizagapatam, That I will go to Madras. Settle my Accounts there with Permaul Moodelare and procure from him the Ballance of Antunna's accounts or be accountable myself to him for the payment

of the same within the space of 3 months from the above date. But if the said Antunnah does not bring my Bonds with him to Madras by the Expiration of the Term above mentioned, then this obligation is void. This I give with my free Consent.

WITNESS ANCONAH

Dossaree Caum Chitty.

Davapojee Paupah.

drawn by Coochelecontee Ankoo.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN
Examr.

18th. Sepr. 1744.

THE ANSWER of Ancona now of Madras Merchant Defendant to the Bill of Complaint of Antana of the same place Merchant Complt.

THE said Defendant now and at all times here after saving and reserving to himself all and all manner of Benefit and Exception to the Manifold Errors Imperfections Incertainties and Untruths in the Complainants said Bill contained for answer thereunto or unto so much thereof as he this Defendant is advised materially doth concern this Defendant to make answer unto he this Defendant answereth and saith.

That the Complainant sets forth in his Bill of Complaint That he is both Brother and Heir to the deceased Tumidah Veerapah which this Defendant says is false.

For this Defendant saith that all the Relation that the Complaint. is to the deceased Veerapah is, that Timidy Veerapah was married to two of the Complainants Sisters, and that they lived all under one Roof and that some days after Timidy Veerapah died Intestate, having an own Brother living and at that time was present in Vizagapatam, So that the Complainant could not be either Brother or Heir as he falsely sets forth in his Bill of Complaint, that he is both, However the Complainant possessed himself of all and every the said deceased Timidy Veerapahs Estate and Effects; And this Defendant saith that the Complainant also sets forth in his Bill of Complaint that in the life time of the said Deceased Timidy Veerapah He the said Timidy Veerapah and one Permaul Moodelare were Concerned together in the way of Trade betwixt this and Vizagapatam and that at that time this Defendant was a Gomastah to the said Permaul Moodelare which this Defendant says is also false And this Defendant says that he being a relation to the deceased Timidah Veerapah he did at the request of the said Timidah Veerapah do and Transact whatever Business he the said Timidah Veerapah told him to do. But this Defendant denys that at that time which the Complainant sets forth in his Bill of Complaint to have been a Gomastah to Permaul Moodelare.

And this Defendant further saith that after the death of Timidy Veerapah the complainant and his Father came to Madras from Vizagapatam, at which time they settled accounts which was then depending between the said deceased Timidy Veerapah and the said Permaul Moodelare and it appeared at that time that there was a Ballance in ffavour of Permaul Moodelare for which the Complainant and his ffather Jointly gave a Bond to Permaul Moodelare and afterwards they returned to Vizagapatam again.

SOMETIME after Permaul Moodelare Employed this Defendant to inspect into his affairs at Vizagapatam but not as the Complainant would Insinuate that this Defendant was a Gomasta to Permaul Moodelare in his life time of Timidy Veerapah and as he falsely sets forth in his Bill of Complainant.

AND this Defendant ffurther saith that in January last Mr. Richard Prince being then Chief at Vizagapatam did send for this Defendant and asked him why he did not discharge the Complainant Antona's debt for which he this Defendant had

given an Obligatory Bond, to which this Defendant said, that he did not know that he was any way Indebted to him But said he had signed to a Writing in Mr. Strattons time to which he was fforced, upon Mr. Prince's hearing of which he ordered the Complt. Antana to take his Accounts and to go with this Defendant to Madras and there to settle accounts with Permaul Moodelare. The Complainant then said to Mr. Prince that this Defendant would not go with him to Madras for that he Intended to Run away to Callingapatam, upon which Mr. Prince ordered this Defendant to give a Writing from under his hand to oblige himself to go with the Complainant and for the Complainant to carry his Accounts to Madras, which if the Complt. did not perform then such Writing or Obligation (so given by this Defendant) should be void and of none Effect.

And this Defendant says that pursuant to the above Agreemt. this Defendant and the Complt. did some time after arrive in Madras when this Defendant did often Importune the Complainant to bring his Accounts and to settle Permaul Moodelare which the Complt. would never do, Altho' Permaul Moodelare had spoke to him several times to that purpose but to no Effect, and at last the Complainant without ever saying any thing either to this Defendant or to Permaul Moodelare ffiles a Bill of Complaint agt. this Defendt. in this Honourable Court.

And this Defendant further says that on his having Notice thereof he did ffee an Attorney and having got Copys of the Bill of Complt., Two Obligatory Notes and account Current which the Complainant had lodged against this Defendant and the same being given to this Defendant to make a defence thereto this Defendant says that in No 1, which is said to be the accounts settled by the Arbitrators and signed by them; This Defendant says that he never chose any Arbitrators, nor does the said paper No. 1 say that this Defendant is to be answerable for the Ballance of such account said to be settled by the Arbitrators, No. 2 on getting the Original thereof being in Gentues and taking a Copy of it, the account that is said to be settled by Arbitrators, were not Mutually chosen by each party and a Translate of which Original which is hereunto annexed for the perusal of this Honourable Court will make it so appear, No. 3 an Obligation given to Mr. Prince and looking over the same found it was altered in two places, and this Defendant says that he did get from Mr. Princes Conicoply the same day a true Copy thereof a Translate thereof is hereunto annexed for the perusal of this Honourable Court, and which will make it so appear & persons that will be Guilty of such Actions, will stick at Nothing.

And further this Defendant says that the Complainant sets forth in his Bill of Complaint That the Bond given to Permaul Moodelare by him and his ffather, ought to be Delivered by him up by this Defendant to which this Defendant says that he is no ways accountable for the same they not having given such Bond by order or consent of this Defendant but of their own ffree and voluntary Will, as being a Ballance due to Permaul Moodelare.

And Lastly this Defendant says that as he this Defendant did give unto the Complainant an Obligation, the purport of which was that the Complainant should go to Madras with his Accounts, and there settle and adjust the same with Permaul Moodelare, in which the Complt. has in no wise Complied with Therefore this Defendant humbly presumes that such obligation is become void and of none Effect. But this Defendant humbly prays that this Honourable Court will for a General satisfaction be pleased to order the Complt. to carry his Accounts and settle the same with Permaul Moodelare which when done that the same may be brought and laid before this Hon̄ble Court.

All which matters and things this Defendant is ready to averr maintain and prove the same as this Hon̄ble Court shall award and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this Behalf most wrongfully sustained.

William Dumbleton

Attorney for the Deft.

TRANSLATE of an Obligation given to John Stratton Esqr. Chief at Vizagapatam by Doulapilla Ancona dated this 7th. day of Novr. 1742.

WHEREAS a dispute has arisen between me Doulapilla Ancona and Antunna on his deeming to be false the account I give him by word of mouth relating to the concerns between Timidy Veerapah and Permaul Moodelare. Now I the said Dauillapa Ancona, having paid Permaul Moodelare the contents of the said accounts do hereby oblige myself to be Accountable on the said Antunna's Behalf to John Stratton Esqr. Chief at Vizagapatam for the Ballance becoming due to him in the Account Drawn by the order of Sanca Lingamah Coragyala Narrapah Tumine Chitty Linguim and Gongala Shankarrah provided the said Permaul Moodelare shall refuse on my advice to repay the overplus received.

ANCONAH

WITNESS

Mulla Muddagulla Oppulla Razu.

Davopooja Paupiah.

drawn by Colure Vencatashen.

Translated from a Cadjan said to be the Original as near as it will admit.

JOSEPH GITHIN
Exam^{r}.

TRANSLATE of an Obligation given by Doulla Pilla Ancona to M^{r}. John Stratton then Chief of Vizagapatam and Dated the 7th. Novr. 1742.

WHEREAS a dispute arose between me and our Antona concerning Timidy Verapah which I gave him by word of mouth and also Permaul Moodelare received the amount thereof Now you settle and give the account decided and made by the means of Sonika Lingamah, Corra Coyala Narrainapah, Tominy Sattee Lingum, and Gongula Shankcarra the Contents of which I shall get Permaul Moodelare to pay, if not I will pay it.

ANCONAH

WITNESS

Mulla Muddgulla Oppulla Rajah.

Davapujah Paupia.

Drawn by Coolore Vencatashen.

TRANSLATE of an Obligation given by Ancona to Ancunna in the presence of Richard Prince Esqr. Chief at Vizagapatam dated this 22^{d}. day of January Anno Domini 1743/4.

WHEREAS in the Residency of John Stratton Esqr. at Vizagapatam I signed a paper in his presence whereby I was obliged to go to Madras to obtain Antunnas Right from Permaul Moodelare or be accountable to him myself for the payment thereof Now I also hereby further Confirm such my Obligation in the presence of Richard Prince Esqr. now Resident at Vizagapatam That I will go with Antunma to Madras Settle my Accounts there with Permaul Moodelare and procure from him the Ballance of Antumna's Accounts or be obliged myself to pay him the amount thereof within the space of three months from the above Date. But if the said Antunna does not bring the accounts with him or has them to produce at Madras by the Expiration of the Term above mentioned Then this Obligation is void This I give with my ffree Consent.

ANCONAH.

WITNESS

Dorsery Chaum Chitty.

Devopoja Paupiah.

Drawn by Dustore Cootsala Cuntee Venkoo.

Translated from a Paper Writing said to be the Original.

JOSEPH GITHIN
Exam^{r}.

TRANSLATE of an Obligation given by Doulla Pilla Ancona to this Antana in the presence of M^{r}. Richard Prince Chief of Vizagapatam and dated the 22^{d}. day of January 1743/4.

WHEREAS I Gave you a writing in M^{r}. Strattons presence concerning the dispute between you and me, and thereby I promised to go to Madras, and get from Permaul Moodelare your money and pay you, or else I obliged myself to make good the same, Now you and I will go to Madras and look over the Accounts with Permaul Moodelare and the Ballance due to you I will make him pay, if I cant, then I promise to pay it myself in three months from the date hereof. But if you do not come to Madras with your accounts you have no Occasion then to demand any Ball from me. Thus I give this obligation of my own ffree Will.

ANCONAH.

WITNESS
Dausaree Caume Chitty
Davapujah Paupiah.
Drawn by Duskera Cutchulla Cuntee Vencoo.

REPLYCATION and REJOINDER } GENERAL.

INTERROGATORIES to be administred to such Witnesses as shall be produced sworn and Examined on the part of the Compl^{t}. in a certain Cause wherein Antona is Complainant and Anconah is Defendant.

1st. TO ALL THE WITNESSES Do you know the partys Complainant and Defendant or either and which of them and how long have you known them or either and which of them Declare.

2^{d}. TO M^{R}. JOHN STRATTON, PONALAH BUMIAH and CHANGELRIAH Do you know ought of any Dispute that at any time happned between the Compl^{t}. & Defendant concerning any Money or Accounts, what and where such dispute, what Steps were taken therein how was the same Concluded, with the whole that you know relating thereto according to the best Knowledge and remembrance Declare.

3^{d}. TO JOHN STRATTON do you know the paper writing marked R. S. now produced to you, if so, what does the same purport to be, had you the same ever in your Custody and for how long, has there been any Alteration made therein since the same was signed as you know or believe Declare.

4th. To all the Witnesses Do you know or can you say any other matter or thing material for the Complainant in this Cause, if so, set forth the same as you know have been Informed or do believe with the Reasons of such your knowledge or Belief.

ROB^{T}. SLOPER
Att^{y}. for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN ANTONAH COMPLAINANT &
ANCONAH DEFENDANT.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

JOHN STRATTON of Fort St. George Merchant aged 41 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th. day of January 1744/5 shewn at the office of Mr. Wm. Dumbleton Attorney for the Defendant by Connecapa who left a Note of the name Title and place of abode of the said John Stratton and afterwards on the same day being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complainant and Defendant 3 years or thereabouts.

2d. To the second Interry this Deponent saith that on or about the 22d. of August 1742 He this Deponent being then at Vizagapatam, did receive a Letter from Mr. Wm. Percival wherein he the said Mr. Percival did Inclose a Note of hand given by the Complainant to Permaul Moodelare for the sum of Rupees $410\frac{11}{16}$ as near as this Deponent can remember and requested of this Deponent to demand the same and when received to pass the said Sum to the Credit of his account, whereon this Deponent some few days after sent for the Complainant and demanded payment of the said fore mentioned Note of hand who attending did in Answer thereto acknowledged that he had signed his name to the Bond but when he Executed the same he Believed the several Accounts between him and his Father were just and true and therefore gave the aforesaid note of hand as & for the Ballance of the Accounts between them but that since the Execution thereof he had Examined the Accounts in Trade between Permaul and his ffather and found a Considerable Ballance due and owing to his Father instead of his ffather being Indebted to Permaul Moodelare and therefore requested that the said Accounts might be Reexamined by the Merchts. of that place the said Accounts being at that time in the hands of the Defendt. but this Deponent apprehending that the said pretence of Accounts was only made by the Complainant in order to evade payment He this Dept. did tell the Complainant that in case he did not pay off and discharge the Bond in a certain time which this Deponent then gave him he would put him in prison for the said debt. This Deponent further saith that some small time after the Transactions aforementioned the Complainant did present a petition to this Deponent requesting the several Accounts in the hands of the Defendant might be Re-examined by Arbitrators to be chosen by him and the Defendant for that great Injustice had been done him by the Defendant in producing accounts to Permaul Moodelare which were not Genuine and which Occasioned his giving the Bond aforementioned whereupon this Deponent did send for the Defendant and acquaint him with the purport of the said Petition and at the same time recommended him to referr his accounts to be Examined by Arbitrators which the Defendant then declined but some days afterwds. upon the Complainants Declaring that he would abide by such award as should be given by Arbitrators upon the Inspection of the Defendts. Accounts only, he the Defendant consented thereto and accordingly four of the Principal Inhabitant Merchants residing at Vizagapatam were chosen by the Complainant and Defendant that is to say the Complaint. chose two and the Defendant two and it was then and at that time agreed Between the partys that in Case the Arbitrators so chosen should be Divided in opinion that a fifth should be chosen as an Umpire on both sides. And this Deponent saith that the several Arbitrators so appointed having met several times for the Purpose aforementioned did at last deliver in their award to this Deponent in favour of the Complainant for the sum of Rs. 1600 or thereabouts as near as this Deponent can remember. To the third Interry this Deponent saith that he doth know the paper writing now produced and shewn him at this his Examination marked R. S. that the same was delivered to this

Deponent by the Defendant who did then and at that time declare that it was an obligation which he voluntarily gave to the Complainant to pay him the sum therein ment[d]. in case Permaul Moodelore should refuse payment of the sum which the Arbitrators had awarded should be made good to the Complainant and further saith that the said Obligation remained with this Deponent till August last when he delivered it up to M[r]. Saunders at Vizagapatam and that the same was not out of his possession 'til that time save & except for some days only that this Deponent gave it to Paupa Braminy to put into English and this Deponent declares that he doth not remember that he ever gave any order for the Defendant to be confined or that he suffered any Hardships by Imprisonment or otherwise during this Deponents residence at Vizagapatam but saith that possibly he might put the Defendant under the Charge of a Peon during the time the several Accounts in dispute between the Complainant and Defend[t]. were under the Examination and Inspection of the Arbitrators which he apprehends he had a right so to do as Chief of that Settlement. This Deponent further saith that some time before he left Vizagapatam for this place both the Complainant and Defendant did apply to this Depon[t]. for their passage in this Deponents ship which he consented to and permitted them to put their Necessarys aboard but some ffew days before this Deponents departure the Defendant absented himself and went into another Country which this Deponent hopes will be deemed a strong proof and a Circumstance consonent to reason that this Deponent did not treat the Defendant in the manner, he this Deponent has been informed he has sworn to in his answer he delivered into Court for it cannot be suppos'd that this Deponent would bring the Defendant upon his (Deponents) ship to Expose himself to his Superiours for Male Practices, And this Dep[t]. also saith for his further Justifycation in this affair that he hath never received any Fee Promise or Reward from the Complainant Lett the Event of this Cause be given either for or against him in this Court and more saith not to this or the last Interrogatory.

John Stratton.

Joseph Githin
Exam[r].

Pontnalah Baumiah of Vizagapatam Merchant aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined deposeth as follows.

1st. To the first Interry this Deponent saith that he hath known the Complt 20 years and the Defendant 30 years or thereabouts.

2[d]. To the second Interry this Deponent saith that he knows a dispute happned at Vizagapatam between the Complainant and Defendant about Timidy Veerapahs accounts that four Merchants were appointed two for each party to adjust the difference who determined that the Defendant should repay the Complainant in two months the sum he had overpaid Permaul Moodelare on Tumidy Veerapahs Account by the Defendants order. He further saith that the Arbtrators signed the award they had made and afterwards carried it to M[r]. Stratton then Chief at Vizagapatam who asked the parties if they were both contented that they replied they were and more saith not to this or the last Interry.

Baumiah.

Joseph Githin
Exam[r].

Chengolraiah of Vizagapatam Braminy aged 20 y[rs]. or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as foll[s].

1st. To the ffirst Interrogatory this Dep[t]. saith That he knows the parties Complainant and Defendant and hath so known them seven years or thereabouts.

2[d]. To the second Interry this Deponent saith that he knows a dispute happened Between the partys at Vizagapatam concerning a sum of money which the

Complainant had overpaid Permaul Moodelare on Account of Tumidy Veerapah by the Defendants order. He further saith that ffour Arbitrators were appointed two for each party to adjust the matters between them who Determined that the Defendant should repay the Complainant what he had so overpaid Permaul Moodelare in two Months which the Defendant promised in the presence of Mr. Stratton late Chief at Vizagapatam and more saith not to this or the last Interrogatory.

CHANGOLRAIAH

JOSEPH GITHIN
Examr.

ADDITIONAL INTERROGATORIES to be Administred to such Witnesses as shall be produced sworn and Examined on the part of the Complainant in a certain Cause wherein Antonah is Complainant and Ancanah Defendant.

IMPRIMIS do you know the Complainant and Defendant in this Cause or either or which of them and how long have you known them or either and which of them Declare.

To SAMBOO JAGGOO .... Do you know ought of any dispute that at any time happened between the Complainant and Defendant concerning any money or accounts what and where was such dispute did you ever knew or hear of any Confinement made use of to any person on my Account might it be the nature of it, who to, and who by with the particular steps that were taken in the presence dispute and how the same was concluded yielding whole that you know relating thereto Declare.

Do you know or can you say any other matter or thing material for the Complainant in this Cause if so set forth the same as you know have been Informed or do believe with the reasons of such your Knowledge or Belief Declare.

ROBTl. SLOPER
Attorney for the Complainant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Antona Complainant
and Anconah Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner Deposeth as follows.

SHAMBOOR JUGGOO of Vizagapatam **Merchant** aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complt was on the 12th. day of March 1744/5 shewn at the Office of Mr. William Dumbleton Attorney for the Deft. by Connecapa who left a note of the name Title and place of abde of the said Shamboor Jaggoo and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he hath Known the Complainant 25 years and the Defendant 30 years or thereabouts.

2d. To the second Interry this Deponent saith That he knows a dispute happned between the parties at Vizagapatam concerning Account That he never knew or heard of any Confinement made use of to any person on any Account He further saith that the dispute was referred to Arbitration and four Merchants were appointed two for each party who settled the Accounts and there appeared a Ballance of 1800 Rs. or thereabouts in ffavour of the Complainant. The Defendant thereon gave an Obligation in Mr. Strattons name wherein he obliged himself to recover the above sum of Permaul Moodelare or be accountable himself to the Complainant for the payment thereof and more saith not to this or the last Interry.

JOSEPH GITHIN *The mark of* SHAMBOOR JUGGOO.
Examr.

INTERROGATORIES to be Administred to such Witnesses as shall be produced sworn and Examined on the part and Behalf of the Defendt. in a certain Cause wherein one Antanah is Complainant and one Anconah is Defendant.

TO ALL THE WITNESSES Imprimis Do you know the partys Complt. and Defendant in this Cause, or either and which of them, and how long have you known them or either and which of them Declare.

TO GONGABUTTA TOMIAH, RAYALLOO NAGANAH and MANAPILLA VEERAPAH Item do you know that there was a dispute between the Complainant and Defendant some time ago, at Vizagapatam (if yea) what was it about, how long is it ago, has the same been adjusted (if yea) in what manner was it adjusted, by whom was it adjusted, was there any Bond or Bonds given by one party to the other at the time the Adjustment was made (if yea) who gave the Bond or Bonds, who were they given to, for what amount were they given were they given freely and without Constraint, what sum may be due from one party to the other (if yea) how came such Sum due and who is the Debtor and who is the Creditor.

TO ALL THE WITNESSES Item do you know or can you say any other matter or thing material for the Defendant in this Cause (if yea) set forth the same as you know, have heard or do believe, together with such the reason of your knowledge and belief Declare.

WILLIAM DUMBLETON
Attorney for the Defendant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Antana Complaint.
and Ancona Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

GONGABUTTA TOMIAH of Vizagapatam Conicoply aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 8th. day of November 1744 shewn at the Office of Mr. Robert Sloper Attorney for the Complainant by Connecapa who left a Note of the name Title and place of abode of the said Gongabutta Tomiah and afterwards on the same day being sworn and Examined Deposeth as follows.

1st. To the first Interry this Deponent saith that he knows the Complt. and Defendant in this Cause and hath so known them 20 years or thereabouts.

2d. To the second Interry this Deponent saith that he knows there was a dispute between the Complainant and Defendant at Vizagapatam about three years past concerning accounts between Permaul Moodelare and Tumidy Veerapah which was adjusted by ffour Merchants who determined that the Defendant should repay the Complainant the sum he had overpaid Permaul Moodelare on account of Tumidy Veerapah by the Defendants order to which purport the Arbitrators obliged the Defendant to give a Bond to Mr. Stratton then Resident at Vizagapatam. He further saith that he knows not the amount of the Bond or what sum may be due from one party to the other neither doth this Deponent know which party is Debtor or Creditor otherwise than he has above related or can further say to this or the last Interrogatory.

JOSEPH GITHIN *Examr.*

GONGABUTTA TOMIAH.

ROYALLOO NAGANAH of Vizagapatam Carpenter aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 12 years and the Defendant 20 years or thereabouts.

2d. To the second Interrogatory this Deponent saith that he knows a Dispute happned between the Complainant and Defendant at Vizagapatam about a sum of money which the Complainant had overpaid Permaul Moodelare by the Defendants order, That such dispute happned in Mr. Strattons Residency and was adjusted by ffour Merchants that the Defendant should recover the sum so overpaid from Permaul Moodelare or repay it himself to which purport the Deft. was by Constraint obliged to give a Bond to Mr. Stratton the amount of which this Deponent knows not or what sum may be due from one party to the other, That the Defendant is Debtor for the sum so overpaid Permaul and the Complainant is Creditor and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Defendant wrote to Permaul Moodelare to receive a sum on account of Tumidy Veerapah which Exceeded the Ballance due to him but Permaul having obliged the Complainant to pay the whole amount of the Defendants order The Complainant therefore Insisted on the Defendants repaying him the Overplus he had paid which the Defendant refusing the affair was submitted to the determination of ffour Merchants who gave it in ffavour of the Complainant and confined the Deft. in the Choultry there 3 days and afterwards carried him with a Bond they had drawn to Mr. Stratton in whose presence the Defendant signed the Bond and more saith not.

Rayalloo Naganah.

Joseph Githin
Examr.

Manapilla of Vizagapatam Carpenter aged 17 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn and examined deposeth as follows.

1st. To the first Interry this Deponent saith that he knows the Complainant and hath so known him six years and the Defendant he hath also known Six years or thereabouts.

2. To the second Interry this Deponent saith that he knows there was a dispute between the Complainant and Defendant at Vizagapatam in Mr. Strattons Residency about a sum of money the Complainant had overpaid Permaul Moodelare by the Defendants order. That the Dispute was referred to ffour Merchants who Determined that the Defendant shod. recover the Overplus from Permaul or repay it himself in order thereto the Defendant was confined in the Choultry there till he Consented to give a Bond in Mr. Strattons name for the sum of 2500 Rupees. This Deponent knows not what sum may be due from one party to the other neither can he of himself say who is Debtor or who is Creditor further than what he has above related and more saith not to this or the last Interrogatory.

Manapilla Veeranah.

Joseph Githin
Examr.

Mayors Court at Madraspatnam.

Tuesday the 4 day of June Anno Domini 1745 Between Antona (Brother and Heir to Tumidah Veerapah late of Vizagapatam Merchant Deceased) of Madras Merchant Complainant and Anconah of Vizagapatam now residing in Madras also Merchant Defendant.

This Cause coming on this day to be heard and debated before this Court in the presence of the partys and their Attorneys on both sides, On hearing the Complainants Bill with Translates of an Account Current and an award of Arbitrators and of two Obligations, one to John Stratton, the other to Richard Prince under

the Defendants hand thereto annext, the Defendants answer, with ffour Translates of the before mentioned Obligations thereto annext, the Replycation, the Rejoinder, also the proofs taken in this Cause read and on Examination of the matters in this Cause what was alledged on either side, and due Consideration had thereon, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and just Sum of
a Rs. As. P.
1529. 5. 6 so much appearing to be due to the Complainant from the Defendant according to the before mentioned award and account, together with such Interest after the rate of 8 ₰ Cent ₰ Anñ as now is or shall hereafter become due thereon until full payment is made and also the Costs of this suit, also that the Defendant do deliver up the Bond of Doulapilla Tumiah for 414 Rs. 10 anas to be Cancelled.

₰ Cur
Noah Casamajor
Regr.

Court of Appeals at Madraspatnam. ss

Between Anconah of Vizagapatam now residing in Madras Merchant Appellant and Antonah (Brother and Heir to Tumidy Veerapah late of Vizagapatam) of Madras Merchant Respondant.

This Cause coming on this day being Thursday the 28th. day of November Anno Domini 1745 to be heard and debated before this Court by the Attorneys on both sides, Upon hearing the petition of Appeal and answer together with the several Exhibits of the Honourable the Mayors Court and the Decree thereof given in this Cause on Tuesday the 4th. day of June last read and upon due Consideration had of the matters therein severally contained and of the pleadings and Arguments used by the Attorneys on both sides This Court doth think fit to order and Decree and doth accordingly order and Decree that the said Decree of the Honourable the Mayors Court given in this Cause do stand Confirmed and that the Appellants Petition be hence dismissed with Costs.

₰ Cur
George Pigott
Clerk of Appeals.

9th Octr. 1744.

To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining sheweth unto this Honble Court your Orator Chandrean Spinster residing in Madras, that your Orator and one Siringee was left equally Intitled to the Estate and Effects of one Chinno deceased, and your Orator shews the said Siringee, tho' the youngest person did foment divers quarrells and disputes, in so much that your Oratrix desired a Dividend might be made of the Estate and Effects, to which intent your Oratrix was directed to the Cast by the Worshipfull Samuel Greenhaugh Esquire, your Oratrix and the said Siringee accordingly applied to the Cast, and both partys entred into a Penal Bond to stand to their Determination as will appear No. 1 hereunto annext a Translate of the said Original now in your Orators Custody & ready to produce as this Honourable Court shall direct bearing date the 27 day of December 1743.

And your Oratrix shews that during the said Dividend being settled and adjusted by the heads of the Cast and while a proper Enquiry was making into the said Estate the said Sirengee did Convey away from your Oratrix's dwelling house the Bill of sale of the said house, and carry the same to St. Thoma, and there did Cause a pretended Mortgage Bond to be wrote in the name of one Meerdah, a Moorman Companion to the said Sirengee who by a Collusion with her, did come into this Honourable Court, and Claim the house so said to be Mortgaged and to support the

said pretence the said Siringee did also appear, and confess the Mortgage only to withdraw the said house from the Dividend then making and to the intent that it should be sold by this Honourable Court under the appearance of a Mortgage, to the Intent the said Moorman should receive the money and Convert it back to the said Siringee though half the said house is your oratrixs property.

And your oratrix shews the said Siringee hath also besides the House Bill, converted to her use divers other Goods and Effects, in which your Oratrix hath the one half, as by an award made in Consequence of the said Penalty Bond, by the 15 Heads of your oratrix's and the right hand Cast, of which Ball Chitty is the head as will appear by a Translate hereunto annexed marked N°. 2. and bearing date the 22d. day of September 1744 and the Original in your oratrixs Custody and ready to produce as this Honourable Court shall direct.

And your oratrix shews the said Sirengee hath carried away other Goods and Effects to the amount of Ps. 295 whereas the whole Estate is proved & made appear to the Cast to be no more than Pagodas 341, in all, so that the said Siringees half share is only 170. 18 and therefore your oratrix demands Restitution of 124. 18 which is the Difference betwixt what she did carry away, and what she ought to have Carried away, as by an Account at Large will appear annex hereunto N°. 3 and 4 in English Gentoos to which your Oratrix most humbly referrs, thô your Oratrix most humbly Conceives she had no Title to move anything off the premisses til the Award of the Cast was Given in, and the said Penalty Bond fulfilled, But so it is the said Siringee in open Contempt and Defiance of your Oratrix's Cast, and without regard to the Penalty she is bound to, and the award made in Consequence thereof denies all Submission and absolutely refuses to Give your orator any Satisfaction in the premisses.

To the End therefore that the said Siringee may upon her Corporal Oath true and perfect answer make to all and every the matters aforesaid, as fully truly and Effectually to all Intents and purposses, as if the same was here again repeated and Interrogated and be Decreed to Restore back the Effects she hath so unjustly carried away, or pay the Value thereof as Charged in your Oratrix's Accounts N°. 3. 4. and that the said Siringee do in her answer say, if she has not signed the Penalty Bond annext and marked N°. 1 if she has not carried away such Effects as is laid to her Charge, or what part thereof and what power or Authority she hath for so doing, and why she refuses to abide by the award of your Oratrixs Cast being half sharer with your Oratrix and that your Oratrix may have such further and other relief in General, as may be agreeable to Equity and good Conscience.

Henry Deveil
Attorney for the Complainant.

Translate of a Penalty Bond given by Chandrean and Siringee to Naro Ball Chitty and the Heads of the Casts called Dacium Varroo and Naga Vassum dated this 25th. day of December Anno Domini 1743.

We Putty Ragees Girls Chandrean and Siringee having lived separate since the death of our Mistress Chinne and now desiring Ball Chitty and the heads of the Cast called Ducium Vairoo and Naga Vassum to divide the Estate left us by our said late Mistress between us, do hereby oblige ourselves to stand by their determination on penalty of Forfeiting 24 Ps. to the Company, Twelve Ps. to the Cast called Dacium Varroo and 6 Ps. to the Cast called Naga Vassum as also will be liable to what punishment they the heads of the Cast above mentioned shall think fit to Inflict on us.

Chandreans *mark.*
Sirengee's *mark.*

Translated from a Cadjan said to be the Original.

Joseph Githin
Examiner.

TRANSLATE of an award by the under written the heads of the Cast called Dacium Varroo and Naga Vassum for adjusting the Differences between Chandrean and Sirengee relating to the Estate of China dated the 26th. September 1744.

WHEREAS Chandrean and Sirengee Servants of Chinne, having applied to the Worshipfull the Mayor concerning a dispute between them relating to Chinnes Estate, was referred to the heads of their Cast, for the adjusting the same, We therefore the under written of the heads of their Cast called Dacium Varroo and Naga Vassum having Examined into the matter do find that they have both an equal right to Chinnes Estate and Effects & that Sirengee had no Authority to Mortgage any part thereof without Chandreans consent (This the person who received the Mortgage was sensible of) We therefore proceeded to make the several following Divisions of Chinne's Estate and Effects between them Vizt. We have ordered the house to be equally Divided, that is to say, the house being valued at Ps. 115. & Ps. 12 being due thereon for Rent the whole amounting to Ps. 127 to each her share 63. Ps & ½ and that Siringee Did release the mortgage she has let on the said house out of her share and further finding that Chandrean has but 34 Ps. of Toys and that Siringee has 130 Ps. in Toys the whole amounting to 164 Ps. We have ordered that Siringee give Chandrean, of her Toys to the amount of 48 Ps. as also that the Household Furniture be Equally divided, The four Slave Girls, Vizt. Eterajee, Tremila, Moocundee and Ranjee, We have Divided as follows to Chandrean, Eteragee and Moocundee who are to have her Estate and Effects after her decease, And to Sirangee Rangee, and Timidy who are also to Enjoy her Estate, as Siringee Asserts that she has laid out 40 Ps. in house Expences on account of both, We have ordered provided she either proves or will take an Oath to the Truth thereof, that she is reimburst the half 20 Ps. This is our determination or award.

Signed by

Ball Chitty.	Banker.
Goomare pooinda Comorah.	Bosswa Lingum *mark*.
Mungala Poge Serevapah.	Nadaraien.
Moortee.	Mile Vencatachelum.
Aunantapah.	Tingala Pariah.
Trupatee Ravenapah.	Cheddala Varry Reddy *mark*.
Corpolee Govindoo.	Copolee Aniah.
	Naiacum.

TRANSLATED from a Cadjan say'd to be the Original.

JOSEPH GITHIN

Examr.

A Dividend of the Estate and Effects of Chinno deceased made by Ball Chitty and others of the Heads of the Dancing Girls cast as ℔ an award Signed by ffifteen of the said Heads To Chandrean and Sirengee Heirs.

An Inventory of the Deceased's Estate, Viz^t.						
A house valued as ℔ your award given in Pagodas	115	—	—			
House Rent due from Meer Saibe ...	12	—	—			
To Sundry Toys & Jewels of different sorts	164	—	—			
A Great Slave Girl named Eterajee with 20 Pagodas	20	—	—			
One D^o. a great Girl named Trimila worth	15	—	—			
a Small Girl worth	15	—	—			
				341	—	—

By Chendreans Share awarded ½ Pagodas	170	18	—
By Siringee's share awarded ½	170	18	—
Pagodas ...	341	—	—

SIRINGEE'S ON ACCOUNT OF SUNDRY THE ABOVE EFFECTS WHICH SHE PRIVATELY CONVEYED AWAY DURING THE TIME THE AWARD ANNEXT WAS UNDER CONSIDERATION OF THE CAST FOR WHICH SIRINGEE MUST MAKE CHANDREAN RESTITUTION.

Dr.				1744.	Cr.		
To a House you have Carried away the Bill of Sale thereof and Mortgaged to Meerdah by which means the House is sold and the Effects Deprived thereof ...	115	—	—	Sep. 26. By your Awarded half share of the Effect is ...	170	18	—
To Toys you have carried away before the Award ...	130	—	—	By Ballance due to Chandran	124	18	—
To a Great Slave named Eterajee as ₩ Award Valued	20	—	—				
To Do. named Trimidy	15	—	—				
To two other small Girls Moocundee & Ranjee ...	15	—	—				
Pagodas ...	295	—	—	Pagodas ...	295	—	—

Fort St: George October 8th. 1744.

ERRORS EXCEPTED

₩ CHANDERAN.

18th. December 1744.

THE ANSWER of Siringee of Madras Defendant to the Bill of Complaint of Chandrean of the same place Complainant.

THE said Defendant now and at all times hereafter saving and reserving to herself all and all manner of Benefit and advantage of Exception to the manifold Errors Uncertainties and Imperfections in the Complainants said Bill contained for answer thereunto or unto so much thereof as she this Defendant is advised materially concerns her this Defendant to make answer unto, she this Defendant Answereth and saith.

THAT she being Younger then the Complainant Chendrean, therefore all that was Valueable the Complainant had the Charge of; and this Defendant saith that upon her Mistresses decease the Complain^{t}. took into her possession all the Toys and put them in a Box, and before the Corps was carried out of the House the Complainant conveyed away the said Box of Toys by the Assistance of some of her Intimates, That afterwards aggravated this Defendant so much, that she this Defendant insisted on a Dividend being made of the Estate and Effects but the Complainant deferred so to do, and this Defendant thinking in time she should be Ruined, did therefore make a Complaint to the present Mayor who sent for the Complainant and he having Examined into the affair referred the same to Ball Chitty and the rest of the heads of this Defendants Cast, who Summoned this Defendant, who appeared, and Ball Chitty insisted on this Defendants signing a Penalty Bond to stand to his Decision and believing him to be Impartial did sign the said Penalty Bond.

AND this Defendant saith that upon relating to Ball Chitty the subject matter he in a private manner demanded from this Defendant 20 P^{s}. but this Defendant not being able to give him that sum, did give him but five, and to his Brother Rangapah 30 fanams which was accepted of and afterwards this Defendant says she gave to Ball Chittys Servant Latchema Narrain Ps. 2. ffs. 15 but not being satisfied with what this Defendant had given them, and not having wherewithall to Satisfy Ball Chitty in his Extravagant Demand He therefore for the Lucre of Gain Espoused the Cause of the Complainant and without any further Examination did Determine this Defendant to pay unto the Complain^{t}. the sum of P^{s}. 295 for which there was no meeting of the Cast but was so determined by Ball Chitty himself who caused a written paper to be sent about and signed by the rest of the Cast at their own houses, this Defendant knowing nothing of the matter.

And this Defendant saith that what the Complainant set forth about this Defendants Mortgaging the house is false, for this Defendant says that the house was first of all Mortgaged by her deceased Mistress to a certain Noquedah for P^{s}. 30 and after this Defendants Mistresses death the said Noquedah being very pressing for his money did Mortgage the said house to one Enaum Chitty for Pagodas 61 and gave a Bond for the same in one Meerdahs' name and afterwards this Defendant paid the said Noquedah his P^{s}. 30 and for the other P^{s}. 31 it went towards Expences sometime after Emaum Saub wanting his money did sue this Defendant in this Honble Court upon the said Mortgage Bond, and upon this Defendants appearing in Court, and acknowledging the Debt Judgment was Given for the plaintiff and the house was ordered to be sold to pay the Debt, The house was sold for P^{s}. 131 which money was deposited into this Honourable Court where the same now remains, And this Defendant saith that in the Interim the Compl^{t}. styles her Bill against this Defendant for P^{s}. 295 which put a stop to Emaum Sauibe's being paid his money til such time as this affair should be Decided. But this Defendant prays this Honourable Court will be pleased to pay the said Emaum Saub his Money due on the Mortgage seeing that the said House was Lawfully Mortgaged to him and for which this Defendant can Bring sufficient proof.

BUT this Defendant denies all and every other Article set forth by the Complainant in her Bill of Complaint All which matters and things this Defendant is

ready to Aver maintain and prove the same as this Honourable Court shall award, and humbly prays to be hence dismissed with her Reasonable Costs and Charges in this behalf most Wrongfully sustained.

WILLIAM DUMBLETON
Attorney for the Defendant.

5th. March 1744.

THE Replycation of Chendrean to the answer of Siringee.

THE Repliant saving to herself all advantages of Exception to the Incertainties Untruths and Imperfections of the Defendants Answer for Replycation thereunto saith that all and singular the matters and things in this Defendants Bill Contained are true as is therein alledged and that the Answer of the said Defendant to the said Bill is very untrue Imperfect and Insufficient to be replied unto And this Repliant also saith that the Defendant very widely departs from the Substance of the Bill and endeavours to Evade answering the Material points laid to her Charge by framing a Slanderous and ffictitious Story against Ball Chitty which if really true is of no Importance to the present Demand.

The Defendant Charges Ball Chitty with no less then Bribery and Corruption and under that pretence she would Insinuate she is unjustly condemned to pay 295 Ps.

How could the Defendant charge Ball Chitty and his Award with Injustice when she never waited the Event of his Judgment but revoked her assent to the Penalty Bond without so much as knowing what was determined or what reason can the Defendant have for Rejecting this award when she has full Credit given her for half the deceased's Estate as ₱ the Account Annext to the Bill of Complaint.

The Defendant very unjustly tells the Court that she is to pay 295 Ps. but she says nothing of what she carried away.

She is Charged by the Bill of Complaint with Carrying away a large Quantity of Toys belonging to the Estate but she never Answers to the purpose Wher. she did or did not.

She is Charged with having in her Custody the Slave Wenches belonging to the Estate but she never Answers to the purpose Whether she hath or hath not.

She is Charged with divers other things the answering of which truly will manifest why she is Condemned by the award to pay 295 Pagodas and will also shew that Ball Chitty has done them no Injustice But instead of Answering the several points in Question the Defendant slips by all she is Charged with, and creates a new story to draw the Courts attention from the Original matter of Complaint which in ffact ought to be answered ffirst and then the Defendants new Complaint may be told.

This Repliant humbly Conceives the Intent and purpose of an Answer under Oath is to purge the Defendant out of what is for the Information of this Honourable Court and to Give a true light into the matters in Question so as to make it ripe for Judgment, but how shall this be Brought to pass if the Defendant Evades the answering of what is in Question and proceeds to new matter before the former is debated this is an Artfull and Common practice of late fallen into by the Inhabitants and which is humbly offered to the Notice of this Honourable Court.

THE Defendant tells a fine story about a house being Mortged by her deceased Mistress that it was Transferred to another hand and that 31 Ps. were spent in house Expences and the like.

This Story is not any ways adapted to the substance of the Bill which possitively Charges the Defendant with having privately conveyed away the Titles of the house since the Mistress died, and before the award was made, That the said Titles were by the Defendant carryed to St. Thoma, these Charges refers to the living Defendants Transactions but they answered with a Story of the Dead Mistress.

Lastly this Replyant is in quest of her property and therefore it does not Import this Repliant what the Defendant said or gave to Ball Chitty or what he said or received of her only this Repliant begs leave to observe the Giver is little Inferior to the Receiver in Corruption for tis humbly presumed a Cause is very bad that must be supported with Bribery, but the several Accounts annext is sufficient to shew by the Bill of Complaint that the Defendant is Charged with nothing but what she ought to pay.

Henry Deveil
Attorney for the Complainant.

The Rejoinder of Siringee to the Replycation of Chendrean.

This Defendant now and at all times hereafter saving & reserving to herself all and all manner of Benefit and advantage of Exception to the Incertainty and Insufficiency and Untruths of the said Replycation saith, that the Defendants said Answer is certain true and sufficient in the Law to be replied unto and she also saith.

That the Repliant set forth in her Replycation that the Def[endant] Charges Ball Chittys award with a great deal of Injustice, and [...] had no Patience to wait the determination but Rejected her Determin[ation] [...] the Penalty Bond to which this Defendant says, that when first Ball [Chitty] took the Penalty Bond from both Plaintiff and Defendant it was then read to this Defendant wherein it was mentioned that both parties were to abide [by] the Decision of Ball Chitty and the heads of the Cast Called Dacium Varroo and this Defendant being Ignorant of Letters did only set her mark thereto and the same was left in the hands of Ball Chitty and this Defendant says that a Copy thereof being annext to the Repliants Bill this Defendant had a Copy thereof wherein was made mention that the parties were to abide by the Decision of Ball Chitty and the Heads of the Cast called Dacium Varroo and Nassa Vassum which Words Nassa Vassum signifys Musicians, and was not mentioned in the Original Penalty Bond to which this Defendant signed to, and this Defendant says that afterwards Ball Chitty of his own accord Drew up an Award (without Consulting the heads of their Cast) to which he signed and sent the same to Naga Vassam otherwise called Musicians and got them to sign the same although the heads of Dacium Varroo should have signed their names agreeable to the Penalty Bond and not Naga Vassum But had this Defend[t]. and the Replyant belonged to the Gentoo Pagoda or been brought up to dancing, so as to have been obliged to attend the Church, then the Differ. in dispute must have been decided by Naga Vassum, but the Case is quite different with this Defendant and the Repliant For they were neither brought up to the Pagoda, nor to any Dancing, but were ladies of pleasure and for which reason this Defendant rejected the aforesaid award.

The Replyant says further in her Replycation that this Defendant makes no answer to her Charge set forth in her Bill of Complaint of this Defendants Confisticating away a large Quantity of Toys. The reason of which was, because this Defendant rejected Intirely the award. But since the Replyant Insists on this Defendants giving an account thereof she this Defendant set forth and says, That about 12 years before the death of this Def[ts]. Mistress, she this Defendant went to Saint Thome and was there kept by a certain person, and the Repliant continued with her Mistress and had the Care and Charge of everything and this Defendant says that about two days before the death of her said Mistress she came to see her and after her Decease as this Defendant and others were making lamentation over the Corps the Replyant Conveyed from her Mistresses Chamber a Escrutore in which was kept all the Toys and money belonging to her said Mistress and Carried the same into her own Chamber, and after the ffuneral Ceremony was over this Defendant asked the Replyant what she had done with the Escrutore, when she produced it, and opening the same in the presence of all the House people she shewed to this Defendant as follows Viz[t]. in P[s]. 44 in ffanams two, Pagoda Rupees 12 and in Jewells to the Value of P[s]. 28 all which she put again into the Escrutore and kept the same in her Possession and

a little while after this Defendant returned again to Saint Thome. Some time after this one Moodu who had been bred up by this Defendants Mistress in the ffamily went to the Replyant and made a demand of a Dividend of the Estate upon which the Replyant came to S^t. Thoma to this Defendant and desired this Defendant to be with her in making up the said matter but there being P^s. 55 wanting to Defray the Charges in Settling the said matter, the Replyant therefore sold part of the Jewels to the amount of P^s. 24 and for the remaining P^s. 31 this Defendant with the Approbation of the Replyant did Borrow that sum from one Meerdah and so Cleared the Dispute with the said Moodu, and therefore this Defendant humbly begs of this Honourable Court to observe the Great Imposition of the Repliant in Charging this Defendant with Pagodas 130, worth of Toys, which the Repliant says this Defendant carried away, but never gave any List or Account of such Toys, and therefore this Defendant protests against the said Allegation and says that the same is absolutely false.

And ffurther the Replyant Charges this Defendant with having Conveyed away ffour slave Wenches and debts this Defendant P^s. 50 for them very unjustly; For, Eterajee and Trimmalee were purchased by this Defendants deceased Mistress, and after their Mistresses death being used ill by the Replyant they left her and came to this Defendant and as to the other two Girls Mocundee and Ranjee they did not belong to the Family For this Defendant says that the person who kept her, having Purchased several Slaves he did dispose of them all again save only the aforesaid Mocundee and Ranjee whom he left with this Defendant, but on Condition to have them again at Pleasure, and so in the Issue of this Cause it will be found to be a very great Imposition, and purely to Vex and Injure this Defendant by a Litiguous suit, ffor this Defendant Declares that very Charge of P^s. 50, to be absolutely ffalse.

Again the Repliant Charges this Defendant with having made away with divers other things but makes no mention of what, But this Defendant leaves it to the Judgment of this Honourable Court how that possibly could be when this Defendant lived intirely at S^t. Thoma and seldom or ever came to Town, and that the Replyant always had the Care and Charge of everything and therefore that Article is likewise ffalse.

In answer to the Replyant concerning the Mortgage of the house & of Charging this Defend^t. with Pagodas 115 for this Defendant says, when the Defendants Mistress was alive she Mortgaged the said house to a certain person for P^s. 30 and after her Decease the same person being pressing on the Repliant for his money and the Replyant wanting P^s. 31 More to Clear accounts with Moodu as aforementioned she the Replyant therefore desired of this Defendant (if possible she could) to take up of any one the sum of P^s. 61 & she would readily Consent to Mortgage the House and deliver up the Titles thereof upon which this Defendant borrowed and received from one Meerdah the sum of P^s. 61 and the Titles of the house were Delivered over to him, & the said Pagodas 61 was paid by the Replyant to the before mentioned Creditors; Since which the said Meerdah hath sued this Defendant in this Hoñble Court upon the Mortgaged Premisses and obtained a Judgment thereon and the money arising from the Sale thereof the same was deposited in the Cash of this Hoñble Court where it still remains, and by all which it plainly appears that this Defendant is greatly aggreived In being Charged with the sum of P^s. 115 account of the aforesaid house, and as for the Replyants alledging that this Defendant Clandestinely Conveyed away the Titles of the said House and Carried them away to S^t. Thome, This Defendant says is false and absolutely denies the same.

And Lastly as for the P^s. 295 the whole amount of what this Def^t. is Charged with by the Repliant in her Bill of Complaint, the Defendant denies all and every Article thereof and for the foregoing reasons did object against the award, And therefore this Defendant humbly begs of this Honourable Court to send for the fforged Penalty Bond now in the hands of Ball Chitty by which it will plainly appear that the same is such by sufficient Witnesses which this Defendant can produce.

And this Defendant saith as in and by her said Answer she hath already said

and does and will aver and maintain all and Every thing and things therein Contained to be true and certain in such manner and form as the same is therein and thereby set forth alledged and Expressed.

William Dumbleton
Attorney for the Defendant.

Interrogatories to be Administred to such Witnesses as shall be produced sworn and Examined on the part and Behalf of the Complain^{t}. in a certain Cause wherein one Chanderan of Fort S^{t}. George is Complainant and one Syringee is Defendant.

Imprimis do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

To Nairro Ball Chitty, Anantuppah, Terreputtee Ravanahpah, Gopaul Govindah, Baucker Do you know the Cadjans now shewn you at the time of your Examination marked HD N°. 1. 2 if Yea, is your name to either of them, and which of them set forth and say at large by what means and how these Cadjans arose and what hath past thereon from time to time set forth all you know, all you have seen, heard, or do Believe touching the present Matters in dispute between Chandrean on the one part and Siringee on the other part and particularly say if either party is indebted to the other, and which is the Debtor and which the Creditor how much the sum, is, and to whom due, and from whom, set forth the reasons of such your Knowledge or Belief Declare.

Henry Deveil
Att^{v}. for the Compl^{t}.

Mayors Court at
Madraspatnam.

Between Chandrean [Complainant]
and Siringee Defendant.

Depositions of Witnesses in this Cause [taken by] and before the Examiner in this Court as follows.

Nairo Ball Chitty of Madras Ruby Merchant aged 6[...] Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 10th. day of August 1745 shewn at the Office of M^{r}. William Dumbleton, Attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Nairo Ball Chitty and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complainant and Defendant and hath so known them 2 years or thereabouts.

2^{d}. To the second Interry this Deponent saith That he knows the Cadjans now shewn him at this his Examination marked N°. 1 & 2 which arose as follows. The partys having Complained to M^{r}. Greenhaugh he sent them to this Deponent and the heads of their Cast That they having taken the Penalty Bond contained in the Cadjan marked N°. 2 to oblige the par[ty] to stand by their Judgment Examined into the matter and determined that their Mistresses Estate should be Equally shared between them That the Cadjan marked N°. 1 contains their Award which is signed by this Deponent and the Heads of their Cast then present. He further saith that the Complainant is Indebted to the Complainant but cannot say in what sum and more Saith not to this or the last Interrogatory.

Nairo Ball Chitty.

Joseph Githin
Exam^{r}.

Annantuppah of Madras Dancing Master aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

ffirst. To the first Interry this Deponent saith that he hath known the Complainant and Defendant 2 years or thereabouts.

Second. To the second Interry this Deponent saith that he hath known the Cadjans shewn him at this his Examination marked N°. 1 & 2, that they arose as follows. the partys having had a dispute applied to Ball Chitty and who sent for this Deponent and others the heads of their Cast to assist him in adjusting the same He further saith that after they had taken the Penalty Bond taken contained in the Cadjan marked N°. 2 to oblige the parties to abide by their Decision they Examined the matter and Examined that their Mistresses Estate should be Equally Divided between them that the Cadjan N°. 1 contains their Award which is signed by this Deponent and the rest of the Arbitrators. He ffurther saith that the Defendant is Indebted to the Compl[t]. but cannot say in what sum and more saith not to this or the last Interry.

Joseph Githin Anantappah.
Exam[r].

Terreputtee Ravenapah of Madras Dancing Master aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 15 years or thereabouts.

2[d]. To the second Interry this Deponent saith that he knows the Cadjans now produced and shewn him marked N°. 1. and 2 and that they arose as follows. The partys having had a Dispute applied to Ball Chitty who sent for this Deponent and others the heads of their Cast to Assist him in adjusting the same He further saith that after they had taken the Penalty Bond cont[d]. in the Cadjan marked N°. 2 to oblige the parties to abide by their Decision they Examined into the matter and Determined that their Mistresses Estate should be Equally shared between them that the Cadjan marked N°. 1 contains their award which is signed by this Deponent and the rest of the Arbitrators. He ffurther saith that the Defendant is Indebted to the Compl[t]. but cannot say in what sum and more saith not to this or the last Interry.

Terreputtee Ravenapah.

Joseph Githin
Exam[r].

Baucker of Madras Dancing Master aged [40 years or] thereabouts being produced as a Witness in this Cause on the [part of the] Complainant and afterwards being sworn and Examined [Deposeth as] follows.

1st. To the first Interrogatory this Deponent saith that he has known the Complainant 20 years and the Defendant 8 years or thereabouts.

2[d]. To the second Interry this Deponent saith that the Cadjans now produced and shewn him marked N°. 1 and 2 are as follows. The parties having a dispute between them about the Division of their Mistresses Estate complained to the heads of their Cast, and obliged themselves to submitt to their Decision by the Penalty Bond now shewn marked N°. 2. He further saith that the Cast Examined into the matter and determined that their Mistress Estate should be equally shared between them That the Cadjan shewn him marked N°. 1 contains, their Award and is signed by this Deponent. He further saith that the Defendant is indebted to the Complainant in the sum of 111 P[s]. having received no more of her Dividend than 34 P[s]. and more saith not to this or the last Interrogatory.

Joseph Githin Baucker.
Exam[r].

BETWEEN Chandrean Complain^t.

V^s.

Siringee Defendant.

TO THE HON^BLE THE MAYORS COURT AT MADRASPATNAM.

IN PURSUANCE of an order made in this Cause on the 10th. Instant I have stated an account of the matters in Dispute as I was thereby Directed and do find that the Defendant Syringee is indebted to the Complainant in the sum of 28 Pag^s. and that there remains to be Divided between the partys the sum of 36. 3. 44 (P^s. f. c.) for residue of the produce of the house mentioned in the pleadings in this Cause, and [...] Slave Wenches if alive, to be Divided between the partys as also the House ffurniture, as will appear to this Honourable Court by the Accounts hereunto annext all which I humbly Certify to this Honourable Court Witness my hand in Fort S^t. George 17th. December 1745.

NOAH CASAMAJOR.

CHANDREAN *vs*. SIRINGE. AN ESTIMATE of the Estate in Dispute.

The whole as ₰ Account delivered in annext to the Bill				Pags. 341	—	—
The house is mortgaged to Amain Saib by the Deft. Siringee or Cherungee for Ps. 61 for which he obtained a Judgment in this Court the 28th. August 1744. was Sold by Execution Issued the 25th. Sepr. then next Ensuing therefore the Value of that house as set forth in the prementioned Account must be deducted with the house rent which amts. to	P. 27	—	—			
No proof is made of the Slaves being in the possession of either party and are Valued at 5	50	—	—			
				177	—	—
The present amount of the Estate being only Toys is				Pags. 164	—	—

WHICH the award Directs to be Divided between the partys when the Accts. will stand thus.

SIRINGE.

DR.	P.	f.	c.	CR.	P.	f.	c
To Toys she is Charged wth. as ₰ Award	130	—	—	By her divd. of ye. Estate	82	—	—
				By ½ of 40 Pags. disbursed of her	20	—	—
					102	—	—
				BALLANCE due to Chandrean	28	—	—
Pagodas.	130	—	—	Pagodas.	130	—	—

CHANDREAN.

DR.	P.	f.	c.	CR.	P.	f.	c.
To Toys she is Charged with as ₰ Award ...	34	—	—	By her Division of the Estate	82	—	—
To ½ of Disbursemts. made by Siringee as ₰ award	20	—	—				
To Ballanee due to her	28	—	—				
Pags	80	—	—[*sic*]	Pagodas	82	—	—

The House sold Clear of Sherriffs Charges for				120	25	64
Amain Saib debt with Interest only to the 25 Septr. 1744	67	13	20			
Costs on that Suit	17	9	—			
				84	22	20
Remains of the produce of the house to be Divided between the parties and the Slave Wenches if living to be Divided as ₰ Award				Pagodas. 36	3	44

ERRORS EXCEPTED FORT ST. GEORGE 17TH. DECR. 1745.

₰ NOAH CASAMAJOR

Regr.

ADDENDUM.

INDIA OFFICE TRANSCRIPTS.

I.O. VOLUME, RANGE 328, VOL. 79, PP. 51–92.

TO THE HONORABLE THE MAYORS COURT AT MADRASPATNAM.

2D. APRIL 1745.

Humbly Complaining Sheweth unto this Honourable Court your Orator Vencatachelum son of Maudera Voiel Vencatopatty Naigue That One Veeratall Widow, and in possession of her late husband Aunde Chittys Effects, she now residing in Madras, as doth your Orator; That the said Veertall being in want of Money requested a Loan from your Orator, whereupon your Orator did advance & lend to the said Veeratall the full and Just Sum of Forty Pagodas to secure the repayment of which, the said Veeratal did Sign and give to your Orator One Cadjan Note or Writing bearing date in Madras the 17 November 1744 wherein the said Veeratall Mortgages her house as a further Security for the repayment of the beforemention'd sum and notwithstanding no Interest is mentioned in the said obligation your Orator prays the usuall Interest may be allow'd thereon, Translate of the said obligation is hereunto annex'd for the Inspection of this Honble. Court and your Orator prays that the same may be admitted as part of this your Orators Bill of Complainant

and your Orator Shews he has often in the Most friendly Manner requested of the said Veeratall to discharge her obligation to your Orator. But now so it is. May it please this Honourable Court the said Veeratall has given your Orator no Satisfaction in the premisses.

To the End therefore that the said Veeratal may upon her Corporal Oath True and perfect answer make to all and several the Matters aforesaid, as fully and truly to all intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the Principal Sum Lent her, together with the usual Interest that may become due thereon, & that Your Orator may have Such further and other releif as shall be agreeable to Equity and Good Conscience.

ROBT. SLOPER,
Attorney for the Complainant.

17TH. NOVEMBER 1744 MADRASPATNAM.

I Veeratal Aunde Chitty's Wife do hereby acknowledge to have Borrowed and Received of Vencatachelum Son of MaunderaVoiel Vencatopatty Naigue the Sum of Forty Pagodas Current of Madras for securing the repayment of which Sum on demand I Mortgage my house with the Bill of Sale thereof

VEERATALLS *Mark.*

WITNESS
Bosshacorra Chitty
Vencatashia Moodelare
drawn by Gunnaputty.

Translated from a Cadjan said to be Original
JOSEPH GITHIN *Examr.*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 9th. day of April Anno Domini 1745 Between Vencatachelum of Madras Dubash Complainant and Veeratall Widow of the Same place Defendant.

On Reading the Complainants bill with Translate of a cadjan Mortgage bond under the Defts. hand dated the 17th. November 1744 for Pagodas 40 there- **Ps. 40.**
to annext, The Defendant appeared in Court and acknowledged the execution of

the said bond and the justness of the Complts. demand, and on due Consideration had, This Court doth therefore think fit to Order and decree, and doth accordingly Order and Decree, That the Defendant do pay unto the Complainant the full and just Sum of Forty pagodas Current of Madras, being the principal Money of the aforesaid bond together with such interest after the rate of eight ℔ Cent ℔ annum as now is or shall hereafter become due thereon until full paymt. is made and also the Costs of this Suit; and on default of payment at or before twenty one days from the date hereof, That the Mortgaged premises be sold and the Money arising from such sale paid unto the Complt. in and towards the discharge of his said Debt and costs.

℔ Cur.

Noah Casamaijor,
Regr.

To the Honourable the Mayors
Court at Madraspatnam.

30th. August 1743.

Humbly Complaining Sheweth to this Honourable Court, your Orator, Mullinga Kisnamah Merchant of Madras, that one Ninapah, and his Father also both of Madras but Deceased, having had Various and Sundry Dealings with your Orator, and your Orators father, in His Lifetime, there has arose from time to time Considerable Dealings betwixt the two familys of the said Ninapah, and your Orator, insomuch that to this Day the Estate of the said Ninapah Deceased Stands indebted to your Orator, in the sum of three hundred and Sixty Seven Pagodas Twenty four Fannams and Fifteen Cash, and your Orator shews the said Ninapah has Left behind him a Widow and son in law, who are his Heirs but, there is also four trustees appointed to take care of the said Estate, and who are properly accountable to your Orator on the Deceaseds behalf whose names are as follows Vizt. Woodundee Moodeleare, Milapore Comerapah, Nelanah Moodelare & Iya Thombee Moodeleare which four Persons your Orator Prays may appoint two refferees and your Orator two others who may Inspect your Orators Account hereunto annext, which your Orator Prays may be a part of your Orators bill of Complaint, but your Orator shews there is a Bond of your Orators fathers outstanding in the Hands of the said Ninapahs family or trustees Given for the Sum of one hundred Pagodas wrote in the name of Mullinga Vengonah. Now your Orator is informed That the said trustees or some of the said Ninapahs' family intends to put the said Bond in Court, against your Orator though your Orator has Given Due Credit for the same on the Credit side of the Account hereunto annext to which your Orator most humbly refers and your Orator shews the said Suit is Commenced on purpose to make your Orator take an Oath, which rather than Do your Orator has Several Times Given up his right & Property and the said Ninapahs' family being informed of that is resolved to perplex your Orator with a Litigious and Unnecessary Suit, which your Orator humbly hopes and prays his Honourable Court will reject and Set asside because Credit is allready Given for the said bond and that is all the releif that can be Desired, and all your Orator's Desire is that all Accounts Depending may be Inspected which your Orator hath frequently Desired but without Effect.

To the End therefore that the said Trustees may upon their Corporal Oaths true and perfect answer make to all and Every the matters aforesaid as fully truly and Effectually to all Intents and purposes as if the same was here again repeated and Interrogated and be Decreed to pay your Orator the said Ballance due on your Orators Account and that your Orator may have such further & other releif in the premisses as may be agreeable to Equity & good Conscience.

Henry Deveil,
Attorney for the Complainant.

ESTATE OF NINAPA DECEASED.

DR.

Date	Particulars	Pa.	Fa.	Ca.
1705 December 30	To Cash paid	—	18	—
1706 May 5	To Ditto paid to Caumatchey at Pullicate ...	1	18	—
	To 2 p. of Red Guimghams & 12 pair of Stockings.	11	27	—
	To Cash paid to Camatchey	—	18	44
	To 7 Laced neck Cloths	8	18	—
	To 1 p. of plain Neck Cloth	4	18	—
September 2	To 2 Corges of Beteelas to be sent to Pegue as an adventure	33	3	30
1706/7	To 1 p. of Blen alijas	—	18	—
March 4	To 1 p. of Taffetys	—	12	60
1707 July 28	To Cash paid to Gold Smith for his Work on Emerald Ring	—	18	—
Sepr. 3	To Cash paid	20	—	—
Octr. 15	To Ballance on Blue Cloths	—	15	—
29	To 1 p. of Mooree	1	—	—
	To 2 p. of Ditto	1	31	40
Nover. 13	To 1 p. of Red Gingham	2	4	40
1707/8	To 6 pair of Stockings	2	14	27
Janry. 3	To Cash paid	—	9	—
16	To Ditto Do.	70	—	—
18	To Gold Lace	4	20	20
	Carried over	164	12	21

CR.

Date	Particulars	Pa.	Fa.	Ca.
1705 Decer. 25	By Cash received as ℔ bond	100	—	—
1707 Augt. 18	By Cash Ditto	20	—	—
1708 April 28	By Cash Ditto	30	—	—
May 1	By Cash Ditto	18	—	—
Augt. 17	By Ditto	54	4	—
Sepr. 12	By Ditto	60	—	—
	Carried over	282	4	—

ESTATE OF NINAPA DECEASED—*cont.*

Dr.

Date		Pa.	Fa.	Ca.
	Brought forward	164	12	21
1708 May 1	To Cash paid to be sent at Respondentia for Manilha & Bengall	50	—	—
Sepr. 20	To Red Thread	—	9	—
29	To Cash paid for Paddy	10	—	—
Octr. 24	To Ditto paid	60	—	—
Decer. 18	To Ditto Do.	5	—	—
1708/9 29	To Ditto Do.	5	—	—
Febry. 8	To Ditto Do.	10	—	—
March 10	To Ditto Do.	2	—	—
13	To Ditto Do.	18	—	—
1709 April 5	To Cash paid for Paddy	5	—	—
Sepr. 1	To 1 Bale of Pegue Betteelas	52	18	—
Octr. 25	To 4 p. of Moorees	4	27	—
1709/10 Janry. 5	To Cash paid	10	—	—
Febry. 29	To 1 peice of Mooree	—	30	40
March 21	To Cash paid for Paddy	16	31	40
1710 April 1	To 10 p. of Mooree	9	—	—
	Carried over	423	20	21

Cr.

	Pa.	Fa.	Ca.
Brought forward	282	4	—
By Ballance due	367	24	15
Carried over	649	28	15

Dr. **Estate of Ninapa Deceased**—*cont.* Cr.

Date	Dr.	Pa.	Fa.	Ca.	Cr.	Pa.	Fa.	Ca.
	Brought forward	423	20	21	Brought forward	649	28	15
1710 July 20	To 800 Rupers	16	28	64				
Decer. 29	To 1 peice of Kincanb	6	25	70				
1711 July 21	To Gold Chain	33	19	10				
	To 1 peice of Betteela	4	—	—				
	To Cash paid in September & Octr. Months for Paddy	15	23	10				
Octr. 4	To 1 Corge of Moorees	25	—	—				
11	To 2 p. of Ditto	4	—	—				
Decer. 27	To 1 peice of Betteela	3	18	—				
29	To Washing Shaulls	—	9	—				
1713 May 3	To Cash paid	10	—	—				
1717/18 Janry. 27	To Ditto paid in Fanams	44	18	—				
28	To Ditto paid	55	18	—				
Febry. 2	To Ditto paid	5	—	—				
1729 Decr. 23	To Silver Lace	1	27	—				
	Pagodas ...	649	28	15[*sic*]	Pagodas ...	649	28	15

Fort St. George August 16th. 1743.

Errors Excepted.

11TH. October 1743.

The Joint Answer of Woodundee Modelare Milapore Conrapah, Nellana Modelare & Aya Tomby Modelare of Madras Merchants Trustees to the Estate of Ninapah deced. and Defendants to the Bill of Complaint of Mullinga Kisnama of Madras Merchant Complainant.

These Defendants now and at all times hereafter saving and reserving to themselves all and manner of benefit and advantage of exception to the many Errors, uncertainties, insufficiencys & untruths in the said Bill of Complaint contained, for Answer thereto or to so much thereof as these Defendants are advised doth Materially concern them to make Answer unto They these Defts. answer & say

That they acknowledge they are Trustees to the Estate of Ninapa deceased, and that they were appointed by their Cast and these Defendants further say that when Ninapa departed this life, having left no Male Children nor Will behind him, the Cast upon application made to them by his Creditors examined into his affairs, and Settled everything relating to his Estate and Family: at which time they found a Bond amongst the said Ninapas writings for one hundred Pagodas, which Bond had been given by the Father of the Complainant to the Father of the said Ninapa; The Cast thereupon demanded from the Complainant payment of the abovementioned one hundred Pagodas with Interest; who replied that upon the Face of his Accounts it appeared, that Ninapa stood indebted to him in a much larger Sum than the said Bond amounted to; the Cast then Sent for his Accounts & perused them & asked the Complainant why he had not taken up the Bond and adjusted Matters with Ninapa; For Ninapa after his Father's Death had been Choultry Conicoply twenty two years, and lived some time after that in very good circumstances. This is the Substance of what passed between the Complainant & the Cast. But besides the Bond beforementioned, the Cast found upon inspecting Ninapa's Accounts that he had regularly enter'd the said one hundred Pagodas running at the Interest of nine ℔ C. ℔ annum but found not the least mention of any Debt due from Ninapa or his Father to the Complt. or his Father. These Defendants beg leave to make some observations on the Complainants Bill and account and the Case as it stands with respect to the said Complainant.

In the Account produced the Bond for one hundred Pagodas is acknowledged and dated on the Credit side December the 25th. 1705 after which Several other Sums are allowed Credit till the year 1708 September the 12th. all which together with the Bond aforesaid amount to the Sum of Pagodas 282.4. The Debit side begins in the aforesaid year 1705 December the 30th. and this Honourable Court will please to observe, that on October 1708, or the Month after the Credit side ends, Ninapa had received considerably more than was due to him. This then was the proper time to take up the Bond, when by this pretended Account Ninapa became indebted to the Complainant. But instead thereof, the Debit side goes on with Several Sums, some of which are pretty large till December the 23, 1729 or more than 20 Years, all which time Ninapas Debt was increasing and yet no Demand was made of the said Bond. This these Defts. humbly conceive is a good argument against the truth of these pretended Accounts For it cannot be imagined, that any Man of common Sense would advance Money for above 20 Years together when a Bond he had actually discharged was out against him, Since there is a possibility the same might sometime or other be produced against him; & the difficulty of proving accounts is great, when any Dispute arises about the particulars, especially if the same be of a long Standing; whereas the Validity of Bonds is easily proved by the

Witnesses and other things necessary thereto. But besides this argument against the said Accounts produced by the Complainant, these Defendants further observe that in Ninapas Accounts no mention is made or Notice taken of these Several Articles in these pretended Accounts except the hundred Pagodas on Bond. Now Ninapa is well known to have kept regular Accounts; he booked the Debt upon the Bond for 100 Pagodas and mentioned the Interest running thereon: and since he is wholly silent as to these pretended Accounts these Defendants leave it to the Judgment of this honourable Court, whether there is not great reason from hence to Suspect the truth of the said Accounts.

As to what the Complainant urges, that these Defendants threatned to sue him, these Defendants acknowledge it to be true,-and as these Defendants conceive, they had very just cause so to do, when he confessed a Debt of 100 Pagodas and would not pay it. The Complainant urges that it was intended with a litigious design to oblige him to take an Oath, which he seems very scrupulous about. These Defendants deny, that they had any other Intent than that of doing Justice to their Trust.

All which Matters and things these Defendants are ready to Aver maintain and prove as this honourable Court shall Direct and humbly pray to be hence dismissed with their Reasonable Costs in this Behalf most wrongfully Sustained.

William Dumbleton,
Attorney for the Defendant.

1°. November 1743.

In Replication of Mullinga Kistnomah, to the Joint Answer of Woodundee Moodelare, Miliapore Comrapah, Nillana Moodelare & Aya Tombe Moodelare.

This Replyant saveing and reserveing to himself now and at all times hereafter, all Manner of Benefit of Exception to the manifold Errors, Uncertainty's and Imperfections in the Defendants said answers Contained for Replication thereunto or to so much thereof as he this Replyant is advised Materially doth Concern him this Replyant, He this Replyant Replyeth and Saith

That he is very glad to hear that the Defendants acknowledge themselves to be Trustees to the Estate of Ninapah Deceased. And this Replyant on his side acknowledges it to be true that he made such Reply to the Cast as is Set forth in the Defendants answer Viz^t. Ninapah stood Indebted to him in a much larger Sum, than the Bond given by this Replyants Father amounted to when the Cast demanded payment thereof; And this Replyant also acknowledges this part of the Defendants Answer, that the Accounts were Sent for by the Cast, and perused by them.

Now this Repliant begs leave to inform this Honourable Court, that, the said Cast inspected the Accounts of both Parties and promised to Examine them another time. After which arbitrators were Chosen in the affair, whom this Repliant requested to Settle the said accounts and get this Repliant his Due, but they put it off from time to time, and at length after one or two meetings only gave this Repliant to understand, that the ballance would be in his favour, after which this Repliant desired them frequently to give their award,

but they Delayed so long, that one of the arbitrators Chosen for Ninapah's Side departed this Life, whereby, the Matter remained since undecided.

The Defendants in their answer Urge " That if Ninapah had been really " Indebted as ℔ account produced, the time marked in their answer was pro- " per to take up the Bond, and then ask why instead thereof was Money " advanced for above Twenty years together and yet no demand made of the " Bond.

In answer to which this Replyant begs leave to observe, that this Repliants Father received of Ninapahs Father the Sum of one hundred Pagodas, for which he gave a Bond dated the Twenty fifth day of December which was in the year of Our Lord one Thousand Seven hundred and five, since which, there were Several dealings for the Space of the Six following years Viz[t]. till the year one Thousand Seven Hundred and Eleven, at which time payment for the Bond being allowed, there appeared a Considerable ballance in this Replyants favour at this time Several Demands were made to Settle Accounts and pay the ballance, but to no purpose.

Now for the further advance of Money, which is in five Articles this Repliant begs leave to remark That in the year of our Lord one thousand Seven hundred & Thirteen, there happened to be a dispute between Oya Moodelare the Father of Ninapah and one Choalia, whereupon a Certain Sum of Money in dispute was lodged in this Repliants house to remain there, till all was over, and that five days after, the said Money was placed there, the said Ninapah's Father received the Sum of Ten Pagodas out of it, and promised to repay it when the said Dispute was ended. That a Short time after the Dispute was ended, the Money lodged in this Repliants house, was paid in full to the party it was due to, But Ninapah's said Father did not repay that Ten Pagodas as he had promised. Which Sum therefore this hon'ble Court will find in the account delivered dated in the year aforesaid in the Month of May.

The next three Articles, amounting to Pagodas One hundred and five in the year One thousand Seven hundred, and Seventeen, Eighteen, Ninapah received it of this Repliants Brother, named Oppiah, when he was in the Company's Godown belong to Sunca Ramah, unknown to this Replyant, and told him, that he would repay it, but never did, though he promised it several times. The Last Article of one Pagoda Twenty Seven fanams, is the Price of Silver Lace, which Ninapah took from this Replyant. This Repliant requested Ninapah Several times to Settle accounts but to no purpose, and he departed this Life at last leaving the accounts unsettled.

By the foregoing this honourable Court will understand that, a Demand was Several times made to settle Accounts so that the pretence in the answer that no Demand was made, can be no longer looked upon as an Argument that the Accounts are false. But on the other hand give Sufficient proof, that they are true and Genuine.

This Repliant therefore hopes that this honourable Court will be pleased to settle the said Accounts themselves, and Order the Defendant's to pay the Ballance thereof and deliver up the Bond, or otherwise this Replyant hopes that this Honourable Court will appoint Referrees (to whose Determination this Repliant will readily Submit) to Settle the same and this Honourable Court will upon Enquiry find, that this Repliant is not one that would be guilty of producing false accounts, as the Defendants would Insinuate.

All which matters and things this Replyant will aver, maintain, Prove & Testifye as this Honourable Court shall Direct and humbly Prays as in and by his said Bill he hath already Prayed.

Henry Deveil.
Attorney for the Repliants.

22D. NOVEMBER 1743.

The Rejoinder of Woodundee Modelare, Milapore Comrapa, Nelland Modelare and Aya Tombe Modelare of Madras Merchants and Trustees to the Estate of Ninapa deceased, to the Replication of Mulinga Kistnoma Chitty of the same place Merchant.

THESE DEFENDANTS Saving and reserving to themselves all manner of benefit and advantage of Exception to the Many Errors, untruths, imperfections and Insufficiencies in the said Replication contained Say, that these Defendants answer is sufficient in the Law to be replied unto, and they further say, that the Repliant would impose egregiously on this Honourable Court by pretending that the affair in Dispute was laid before Arbitrators to be decided which assertion is entirely false. What he calls arbitrators, to favour his own Cause, were Trustees appointed by the Cast for Ninapa's Estate, not to decide this affair, but to examine into the whole Estate and Circumstances of Ninapa, and to act therein as Trustees ought.

And these Defendants further say, that for any thing the Repliant hath said in his Replication to the contrary, the two arguments, they brought in their answer to prove his accounts to be Superious, still hold good, and have even received an additional force by his weak reasoning thereon.

These Defendants had said in the first place, that the said Accounts seemed not to be genuin, because the Repliant had not taken up the bond at the time, when according to the said Accounts, there was a Ballance in his favour. This Repliant returns, that he demanded his Bond then: this is roundly asserted. But this Honourable Court will please to observe what follows, when he gives an Account how the Articles, that follow that Date, were created. Now can it be supposed, that if the Repliant had demanded his Bond and to settle accounts he would not have urged it still more Strongly, when he found the Debt encreasing by new Articles and would not common Prudence have induced him long ago to file a Bill in this honourable Court against Ninapa, or to take some other safe Method to recover his Money, when he found Ninapa would not pay him, but answered him always with trifling delays. But this very easy man, the Repliant was not only Satisfied with making demands time after time, as he would have this Honourable Court to believe, for the full space of 20 years together: but at last, as may be seen by the last Article in the said Accounts, let Ninapa have some Silver Lace likewise. Upon the whole it seems highly improbable, that any such Accounts Subsisted between Ninapa & the Repliant.

These Defendants further say, that the Second Argument these Defendts. made use of in their Answer, is confirmed likewise hereby. For as Ninapa had booked the Bond with a Particular mention of the Interest thereon, & took no notice of these pretended accounts at all; it by no means appears probable, considering Ninapa's known honesty & exactness in his Accts. that if any such Demands as are now pretended, had been made from time to time he would still neglect to take Notice of this Debt. Every new demand would have reminded him of it but he no where mentions any such thing. These Defendants therefore conclude, & they humbly conceive, very justly, that no Demand was ever made, and consequently that these Accounts are not true & genuin, notwithstanding what the Repliant may say of his own Character.

These Defendants therefore pray this honourable Court to proceed in this affair, rejecting such weak assertions, as the Repliant has made; and ordering the payment of the Bond, which cannot be disputed, but is allowed to be genuin by the Repliant himself.

And these Defendants further say, as in and by their said Answer they have already said, & do and will aver & maintain all & every thing & things therein contained to be true & certain in such Manner and form as they & every of them are therein alleged and expressed.

William Dumbleton,
Attorney for the Defendants.

Interrogatories to be administer'd to Such Witnesses as shall be Produced Sworn and Examined on Part and behalf of the Complt. in a Certain Cause wherein one Mullinga Kisnamah is Complt. and one Woodundee Moodaleare Mylapore Comerapah, Nellanah Moodeleare & Mooteapah Moodaleare are Defendants.

Imprimiss do you know the parties Complainant and Defendants in this Cause, if yea set forth the same as you know have heard or do believe, and How long you have known them or Either of them Declare.

2d. To Reddy Ramah Item, Do you know or Can you remember that any Dealings or Accounts have at any time Passed between The family of Ninapah, and the now Complainant Declare.

3d. To Pashee Moorlee Nursoo Chitty Item, Do you Remember any Accounts between the Deceased Ninapahs family, if yea, how was such Accounts Agreed to Be Decided, and by whom to whose house was the Accounts brought, and whose Accounts was so brought, and what was the reason such accounts was not Examined.

4th. To Condavoo Ball Item, Do you know of any Accounts that have Passed between the deceased Ninapahs family and the now Complainant, if yea, Did you Ever Demand any Money from the family of the Deceased Ninapah, if yea, from whome, and about what time, and what answer had you and from whome Say all you know Concerning this affair Declare.

5th. To Shemacurtee Auddee Item, Did you Ever Carry any Accounts for the Complainant, if yea where did you Carry them, and to whose house and what follow'd theron Declare.

6th. To all the Witnesses Item, Do you know or can you say any matter or thing Material for the Complainant in this Cause, if yea, Set forth the Same as you know have heard or Do beleive with the reasons of such your knowledge or belief Declare.

Henry Deveil,
Attorney for the Complainant.

Mayors Court at Madraspatnam.

Between Mullinga Kistnamah Complainant and Woodunde Moodelare, Mylapore Comrapah Nellanah and Mooteapah . . . Defendants.

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

Reddy Ramah of Madras Servant to the Tobacco Farmers Aged 66 years or thereabouts being produced as a Witness in this Cause on the part of the Complt. was on the 23d. day of March 173[3]/4 Shewn at the office of Mr. William Dumbleton Attorney for the Defendant by Connecapa who left a Note

of the Name Title, and place of abode of the said Reddy Ramah and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory this Deponent Saith, That he knows the parties Complainant & Defendants and hath so known them 20 years or thereabouts.

2d. . . . To the Second Interrogatory this Deponent Saith, That he knows the Complainants father and Ninapah's father were intimately acquainted but knows not of any dealings that may have passed between the family of Ninapah and the now Complainant or can further say to this or the last Interrogatory.

Ramandoo.

Joseph Githin *Exam*r.

Pashee Moortee Nursoo Chitty of Madras Merchant Aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, & afterwards being Sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory, this Deponent saith, that he hath known the Complainant 20 years and the Defendants 10 years or thereabouts.

3rd. . . . To the third Interrogatory this Deponent Saith, That he knows there are Accounts between the Complainant and the deceased Ninapah's Family. The adjustment of which was referred to Moodu Moodelare and this Deponent, That the Complainant's account was brought to Moodu Moodelare's house, where they Examined them for two days, after which Moodu Moodelare said to this Deponent, you see what trouble we are like to have in settling these Accounts, desire the Complainant to remember me That this Deponent acquainted the Complt. with Moodu Moodelare's request but he refused to comply with it—and more Saith not to this or the Last Interrogatory.

Nursoo.

Joseph Githin *Exam*r.

Condavoo Ball of Madras Peon to the Complainant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, and afterwards being Sworn and Examined Deposeth as follows

1st. . . . To the third Interrogatory this Deponent Saith, That he hath known the Complt. 20 Years and the Defendant Woodundee 10 years but hath no knowledge of the other three Defendants.

4th. . . . To the fourth Interrogatory this Deponent Saith, That he knows not of any accounts that have passed between the deceased Ninapah's Family, and the Complainant, That he has, by Complainant's Order, demanded Money of Perianah one of Ninapah's Family as due to the Complainant from Ninapah's Estate about the time of Ninapah's departure when Perianah replied if the Complainant had any account he would Satisfie it and further Saith not to this or the last Interrogatory.

The Mark of
Condavoo Ball.

Joseph Githin *Exam*r.

Shemacurtee Auddee of Madras Complainant's Servant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complt. and afterwards being Sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory this Deponent Saith, That he hath known the Complainant 30 Years, and the Defendants 10 Years, or thereabouts.

5th. . . . To the Fifth Interrogatory this Deponent Saith, That he carried the Complts. accounts to Moodu Moodelare's house That the Complainant's Conicoply, and his Brother Ball Chitty were at that time there before whom he delivered the Accounts to Moodu Moodelare and came away what followed thereon this Deponent knows not or can further say to this or the last Interrogatory.

THE MARK OF
SHEMACURTEE AUDDEE.

JOSEPH GITHIN *Examr*.

INTERROGATORIES to be administred to Such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendants in a certain Cause wherein Woodundee Moodalare, Mylapore Comrapah, Nellana Moodalare and Aya Tomby Moodelare Defendants, and Mullinga Kisnamah is Complt.

TO ALL THE WITNESSES, Imprimiss, Do you know the parties Complainant and Defendants or either, if yea how long have you so known them or either of them, and which of them Declare.

2d. . . . To Peria Tomby Moodalare, Conaca Subba Moodalare, Collandiapah Moodalare and Chinnanah, Item, Do you know that there were persons appointed at Ninapah's Decease to inspect the Accounts, do you know what the said Accounts Setforth relateing to the Debt now Demanded by the Complainant and the Bond now Demanded by the Defendants was there any other Accounts then them left by Ninapah enquired into whose Accounts were Examined, and what appeared by them relateing to the present dispute and what was the opinion of People with regard to them Accounts and what Order was made on them at that time Declare.

3d. . . . To all the Witnesses, Item Do you know or can you say any other matter or thing Material for the Defendants in this Cause, if yea, Set forth the same as you know have heard or do beleive with the reasons for such your knowledge or belief Declare.

WILLIAM DUMBLETON,
Attorney for the Defendants.

MAYORS COURT AT MADRASPATNAM.

Between Mullinga Kistnama . . . Complaint. and Woodunde Moodelare, Mylapore Comrapah, Nellanah and Iyar Tomby . . . Defendants.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

PERIA TOMBY MOODELARE of Madras Merchant Aged 39 years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 27th. day of February 1743/4 Shewn at the office of Mr. Henry Deveil Attorney for the Complainant by Connecapa who left a Note of the Name Title and place of abode of the said Periah Tomby Moodelare, and afterwards on the Same day being Sworn and Examined deposeth as follows.

1st. . . . To the first Interrogatory this Deponent Saith, That he knows the parties Complainant and Defendant and hath so known them 25 years or thereabouts.

2d. . . . To the Second Interrogatory this Deponent Saith, That he knows the Defendants were appointed, since the Death of Moodu Moodelare the head of their Cast, as trustees to the estate of Ninapah deceased and that the Accounts of Ninapah were inspected by the said Moodu Moodelare when living and others the Heads of the Cast, That there was no appearance therein of any debt being due to the Complt. but that Ninapahs Account indebted the Complainant for a Bond of an hundred Pagodas which the Defendants as Ninapah's Trustees now demand payment of, he further Saith, That by Ninapah's father's Accounts which were inspected at the same time it did appear there had been dealings between the Complainant's father and Ninapah's Father, but the Accounts being of long standing and no mention thereof being made by Ninapah in his own Account the Cast would not charge the Complainant for the Ballance there appeared therein in favour of Ninapahs father, but onley for the Bond of an hundred Pagodas with the Interest due thereon, which Ninapah's own Accounts charged the Complainant with, this Deponent further Saith, that other Accounts were then produced before the Cast by Nairo Tomby Chitty Numsevia, Vadamilla Mooleapen, Chomdeapen and Burzar Merchants of which those that appeared by Ninapah's own Account to be just were discharged but those which Related to Ninapah's father or not mentioned in his own Accounts, being deemed false as no Demand of them had been ever made of Ninapah in his lifetime, were ordered to be, Sett aside and more Saith not to this or the last Interrogatory.

PERIATOMBY.

JOSEPH GITHIN *Examr.*

CONNECA SUBA MOODELARE of Madras Merchant aged 50 Years or thereabts. being produced as a Witness in this Cause on the part of the Defendants and afterwards being Sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory this Deponent Saith, That he hath known the Complt. 40 years and the Defendant 30 years or thereabouts.

2d. . . . To the Second Interrogatory this Deponent Saith, That he knows these Defendants were appointed, after the Decease of Moodu Moodelare the Head of their Cast, as Trustees to the Estate of Ninapah Deceased, That the Accounts of Ninapah deceased Set forth that the Complainant was indebted to his Estate by a Bond for an hundred Pagodas, which the Defendants now demand payment of, but not of any Debt being due to the Complainant That other Accounts than them left by Ninapah were produced and examined but the Cast not finding any mention thereof in Ninapahs Accounts and as no demand had ever been made of them in Ninapahs lifetime they were ordered to be set aside as Erroneous and false and further Saith not to this or the last Interr[illegible].

CONNECA SUBA.

JOSEPH GITHIN *Examr.*

COLLENDEAPAH MOODELARE of Madras Merchant aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant, and afterwards being Sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory this Deponent Saith, That he knows the Complainant and hath so known him 30 Years, and the Defendants he hath known 20 Years or thereabouts.

2d. . . . To the Second Interrogatory this Deponent Saith, That he knows these Defendants were appointed, after the Death of Moodu Moodelare the head of their Cast, as Trustees to the Estate of Ninapah deceased, That when Ninapahs Accounts were inspected there was no appearance of any debt being due

to the Complainant, but that Ninapah had therein indebted the Complt. for a Bond of an hundred Pags. which these Defendants as his Trustees now demand payment off, That other accounts than those left by Ninapah were at that time produced and Examined This Deponent cannot recollect the persons that brought the said Accounts but Saith the opinion of the Cast in regard to them was, as there was no mention of them in Ninapah's Accounts and as payment thereof had never been demanded of Ninapah in his lifetime, that they were unjust, and therefore ordered them to be set aside and further Saith not to this or the last Interrogatory.

COLLENDEAPAH.

JOSEPH GITHIN *Examr.*

CHINNANAH of St. Thoma Petty Merchant Aged 59 Years or thereabts. being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory this Deponent Saith, That he hath known the Complainant 40 Years and the Defendant he hath known 35 Years or thereabouts.

2d. . . . To the Second Interrogatory this Deponent Saith, That he knows these Defendts. were appointed as Trustees to the Estate of Ninapah Deceased, That Ninapahs Accounts Set forth that the Complainant was indebted to Ninapah on a Bond for an hundred Pagodas but no mention therein was made of any Debts being due to the Complainant That other Accounts besides those left by Ninapah were produced and Examined but the Cast deeming them false, payment thereof having never been demand of Ninapah in his lifetime, ordered them to be set aside and more saith not to this Interrogatory.

To the last Interrogatory this Deponent Saith, That Summadrue, Numshevia Vadamilla Mooteapen and others produced their Account at that time before the Cast which agreeing with Ninapahs accounts were immediately discharged and more Saith not.

CHINNANAH.

JOSEPH GITHIN *Examr.*

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 22d. day of May anno Domini 1745 [*sic*] Between Mullinga Kisnamah of Madras Merchant Complainant, and Woodundee Moodelare, Mylapore Comrapah, Nellana Moodelare & Iyah Tomby Moodelare Trustees of the Estate of Ninapa Deced. of the Same place also Merchants Defendants.

THIS CAUSE coming on this day to be heard, and debated before this Court in presence of the Plts. Attorney, the Defendants and their Attorney; on hearing the Complainants Bill and an Account Current thereunto annext, The Defendants Joynt Answer, The Replication and Rejoynder, also the Proofs taken in this Cause, a Decree of this Court pronounced in a Cause, wherein the Defendants sued the Complainant for a Bond of Pagodas 100, mentioned in
P. 100. the pleadings in this Cause, bearing date 4th. day of October 1743. Read, and the Defendants being questioned by this Court, how many years ago it is since they demanded payment of the Plaintiff of the beforemention'd bond of Pagodas 100 Mylapore Comrapah & Iyah Tomby Moodelare answered, That they (as

Trustees of the beforementioned Estate) demanded payment of the said Bond about Seven years ago, for the first time; to the truth whereof they made Oath, to the Satisfaction of this Court, and on Examination of the matters in this Cause what was alledged on either side, and due Consideration had thereon, This Court doth therefore think fit to Order and Decree, and doth accordingly Order and Decree, That the Complainant do pay unto the Defendants the full and just Sum of one hundred Pagodas Current of Madras, being the Principal Money of the beforementioned Bond, together with Seven years Interest thereon after the rate of eight ⅌ Cent ⅌ annum, and also that the Complainant's Bill do stand dismissed out of this Court with Costs, and further that the Complainant do pay the Costs of the Suit of the Defendants against him, for the Recovery of the beforementioned Bond.

Per Cur
Noah Casamaijor,
*Reg*r.

Court of Appeals at Madraspatnam

Between Mullinga Kistnama of Madras Merchant appel^t. . . . and . . . Woodundee Moodelaire, Mylapore Comrapah, Nellana Moodelaire and Iyah Tomby Moodelaire, Trustees to the Estate of Ninapa deced. of the Same place also Merchants Respondents.

This cause coming on this day, being Monday the fifteenth day of April, anno Domini one thousand Seven hundred and forty five to be heard and debated before this Court by the Attorneys on both sides, upon hearing the Petition of Appeal, and answer, a Report of the Refferrees appointed by this Court, together with the Several Exhibits of the Honourable the Mayor's Court, and Decree thereof given in this Cause, on Tuesday the twenty Second day of May last read, and upon due consideration had of the Matters therein Severally contain'd and of the pleadings and arguments used by the Attorneys on both sides. This Court doth think fit to Order and Decree & doth accordingly hereby Order and Decree, That the said Decree of the Honourable the Mayor's Court given in this Cause, do stand confirmed, and that the Appellant's Petition be hence dismissed with Costs.

⅌ Cur.
George Pigot,
Clerk of Appeals.

5th. June 1744.

To the Honourable the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honourable Court your Orator, Hodjee Abdull Hoddee of Madras Merchant, That in the year of our Lord one Thousand Seven hundred and Thirty Seven, your Orator did fit out a Ship for the Port of Perah, on board of which Ship your Orator did Lade a Cargo but being unwilling to stand the risque alone, your Orator did apply himself to one Diaul Doss Saumy Doss Broker, requesting him to get Your Orator a Bond of Insurance for Pagodas Fifteen hundred on the said Ship, which the said Broker

undertook to do, and shortly after returned the Bond of Insurance for that Sum, Sign'd by Twenty four Insure[r]s, the Contents of which Bond, with the Names of those Insurers who Subscribed thereto will appear ℣ translate of said Bond bearing date in Fort St. George the third day of July which was in the year of Our Lord One thousand Seven hundred & Thirty Seven, for the Inspection of this honourable Court hereunto Annext, to which your Orator most humbly Refers, and prays the same may be admitted as part of this your Orators Bill of Complaint; one Condition in the said Obligation Expressly is, that the Insurers Do run all Risques to the amount of Fifteen Hundred Pagodas, from the time the Ship weighed anchor from this Road of Madras Untill she Shall have accomplished her Intended Voyage and Dropt her Anchor again in the Road of Madras; Now it so happened, May it please this honourable Court, the said Ship in her Return from Perah met with a Hurricane of Wind which drove her out of her Course, and being Damaged by the said Weather was obliged to put into Dunnassary, where upon Examination of her, 'twas thought necessary to haul her on Shore & give her a thorough Repair, While this was about she accidently took fire and was thereby Consumed, on Receipt of the News of this Accident your Orator agreeable to the Tenour of the Bond of Insurence Demanded from the said Diaul Doss Saumy Doss Fifteen hundred Pagodas, he the said Diaul Doss Saumy Doss refer'd your Orator to the Subscribers to the Bond of Insurance for payment; your Orator did accordingly apply to the said Subscribers who all obstinately refused to Comply with your Orator's Demand; hereupon your Orator applied himself to Mr. John Russell then an attorney of this honourable Court, but since Deceased, Desireing him to prefer a Bill of Complaint on behalf of your Orator against the said Insurers, but before the Ensuing Court day, when the Bill was to have been prefer'd, the Insurers having Notice of your Orator's Intention, applied themselves to Mr. Benyon the then Governour, desireing him to send for your Orator, and Mitigate matters to prevent your Orator's application to this Honourable Court; Mr. Benyon accordingly did so, and told your Orator he would see Justice done him, and bid your Orator Depend upon him, hereupon your Orator desired Mr. Russell not to proceed till further Orders; here it Slept some Months, till your Orator reminded Mr. Benyon of his promise, who thereupon appointed a Day for ending the dispute; When that day came, some of the Insurers met and told Mr. Benyon that the other Insurers were gone up the Country, some to one place and some to another, and that unless all Parties were present nothing could be done. Mr. Benyon then appointed another Day, and after that Several others, but never could get all parties together, some Triffling Excuse or other was always pleaded for the absent, and your Orator putt of till Mr. Benyons Departure for England. Since when your Orator hath by all amicable ways and means Endeavoured to bring the said Insurers to some reason, and to obtain payment from them of your Orators Demands.

But now so it is May it please this honourable Court, the said Nagra Doss Shamboodoss, Arvicheladoss Vitaladoss, Vanadut Govindram, Pandiah Shancara Checunda, Govendundoss Juggavadoss, Ragoor Verago Chitty, Ramdoss Cashidoss, Kisnadoss Govendundoss, Ballsadir Verasiser, Demoda Mudanaser, Subia Verassadoss, Amerasiver Nunojee, Shanca, Banudat Cherban, Saiah Siwa Attamarum, Parshotum Vellapah, Chittabu Jee Annachor, Narsu Tagjeveram, Goverdum Ram Chundum, Balaba Avechull, Visna Nad Shancarjee, Verago Ball Moodoo, Sunadee Gruapah, Bomadar Coberjee and Diaul Doss Saumy Doss Willfully and obstinately refuse to give your Orator any Satisfaction.

Your Orator therefore prays a General relief touching the Premisses, such as to this Honourable Court shall appear agreeable to Equity and Good Conscience Is the End of the bill.

William Dumbleton,
Attorney for the Complainant.

Fort St. George July 3D. 1737.

Whereas this day Meah Hoja Abdull Haddee Apply'd to us the Underwriter to Insure to the Amount of One Thousand Five Hundred Pagodas on a Ship Nam'd Gonjaver belonging to him bound from this Port of Madras to Perah & back again, accordingly we the undermention'd Subscribed to the Insurance each Person the Sum affixed to his Name as hereafter mentioned, on the following Terms & Conditions; That, from the Time the said Ship Gonjaver shall Weigh Anchor from this Port of Madras 'till the time she lets go the Same at Perah the Insurers to stand the Risque of the Sum Insur'd, the Risque to cease on their part after Safe Anchoring at the said Port of Perah.

The same is likewise to be understood from the time the said Ship Weighs Anchor from the Port of Perah 'till her safe Arrival at Madras the Risque then ceasing also.

That all Customs, Charges Merchandize, Ships' Expences, Wages, Demorage, in case of the Loss of said Ship's Passage to be paid & Defray'd by the Owners of said Ship and no ways to affect the Insurers.

That the said Abdull Haddee pay the Insurers an Insurance premium of Eight ₰ Cent & Brokerage one Quarter ₰ Cent on the Sum Insur'd.

That in case of the Loss of said Ship Gonjaver an allowance of Three & half ₰ Cent to be made (term'd custom) and a further Rebate of Eight ₰ Cent on the principal Insur'd these Deductions made, the Insurers to pay the said Meah Hoja Abdull Haddee the difference between the Rebate and allowance and the Sum Insur'd, this Clause to be understood in case the Loss of the Ship happens when the Ship is on her Voyage between this port & Perah as expressed in the first article of this Agreement. On the Contrary, upon the safe Arrival of the said Ship in Madras road the said Hoja Haddee to pay the premium of Insurance according to the Terms of this Agreement relating thereto.

Nagradoss Shambodoss Subscribers	Pagodas	125
Arvicheladoss Vitalodoss		125
Vanadut Govindram		25
Pandia Shancara Chucunda		25
Goverdundoss Juggavadoss		200
Ragoor Verago Chitty		25
Ramdoss Cashidoss		25
Kisnadoss Goverdundoss		25
Ballsadir Verasiver		25
Demoda Mudanafer		50
Subia Verussadoss		250
Amerasiver Nunojee		200
Shanca		25
Banudat Cherban		25
Saiah Siwa Attamarun		25
Purshotum Vellapah		75
Chittabu Jee Annachor		[illegible]
Narsu Tagjeveram		25
Goverdun Ram Chundum		50
Balaba Avechull		25
Visna Nad Shancarjee		25
Verago Ballmoodu		50
Sunade Gruapah		25
Bomadar Coberjee		25
	Pagodas ...	1500

Geo: Jones,
Examr.

17TH. JULY 1744. The answer of Nagradoss Shambodass Insurer for and on behalf of himself and the Rest of the Insurers in answer to the bill of Complaint of Hodjee Abdull Hoddee.

The said Defendant for himself and the rest of the Insurers Saving and reserving to himself all & all Manner of Benefit and advantage of Exception to the Manifold Errors Untruths and Insufficiencys in the said bill Contained for answer thereunto or to so much thereof as this Deft. is advised Materially Concerns him and the said Insurers to Make answer unto he this Defendant in behalf of himself and the said Insurers Saith

That 'tis admitted there is such a Bond of Insurance as is annext to the Complainants Bill of Complaint and this Defendant Saith, the Tenour of the said Bond will in no wise oblige this Defendant or the Insurers to pay the Complainants Demand, and that for the following Reasons.

First it is a well known Custome of India that no Insurers are any Longer answerable for a Ship so Insured then while she is under Sail and in Pursuit of her Voyage, That from the time she Heaves Anchor to the time she Letts fall the same the Insurers Risque Continues, But the Risque Utterly Ceases when or wherever She Letts fall her anchor to the time she heaves anchor again.

As is very plain from a Paragraph in the said obligation which is. "That from the time the said Ship Gonjaver shall waigh anchor from this port of Madras till the time she letts Go the same at Perah, the Insurers to stand the Risque of the Sum Insured the Risque to Cease on their part after safe anchoring at the Port of Perah."

And by which it may be Seen that all parties Concerned Did understand the said Risque should be at an End when the anchor Should be Lett fall Tis true that Neither the Insurers nor any man Living Could Forsee that the said Ship was to Depart from her Voyage and Instead of Going to Madras Lett fall her anchor at Dannassery had such a Variation been Suspected no Doubt but the Insurers would have been upon the same termes at Dunnassary that they proposed at Perah which was that when the anchor was to fall the Risque was to Cease for this Defendant humbly refers it to the Judgement of this honourable Court whether the Insurers Risque was to be at Sea or on the Dry Land, for the Ship Came to an anchor Very safe and would have lik[e]ly pursued her voyage, if they had not hauld her on Shore where she was Burnt after Lying upon Dry Land two or three Months and which was far from the Common Risques Generally run at Sea Vizt. Seas, Rivers, Enemys, & pirates and this Ship suffer'd by Neither unless the person that sett her on fire may Be termed an Enemy. But By another Clause in the said Bond of Insurance it is plain to be understood the Risque was Intended only to be During the Ship was at Sea for in the said bond it is thus written vizt.

The Insurers to pay the said Meah Hoja Abdull Haddee the difference "Between the Rebate and allowance and the Sum Insured, this Clause to Be understood in case the loss of the Ship happens when the Ship is on her Voyage Between this Port & Perah as mention'd in the first Article of this Agreement."

Now if the said Ship so Lost, can be said to Be on her Voyage at the time she was Lost or Burn't then is the Insurers answerable, this Defendant humbly Presumes the Insurers are not Lyable in the present Case.

and further the said Insurers humbly beg leave to State an Instance of a Loss Sustained in the same year By an accident Directly paralell to the present Case & the same Insurers.

In the year 1737 the now Insurers Defendants Insured the Sum of 1400 Pagodas on a Ship bound from the port of Madras To Kannaca & Balasore & Back again the said Ship in her Voyage was Drove to a place Call'd Archindesporam when [*sic*] she anchor'd Safe but was afterwards hauld on shore where she lay Some time till an Unusual Swell of the Sea Suddainly hoisted her away by which Means she was Lost the owners hereupon Demands payment of the Sum Insured, the Insurers Urge the Same reasons, they do now the affair was refer'd to Eight Merchants who Gave it in the Insurers favour and the Insurers have offered to reffer the present Case to the Determination of any Indifferent persons and is ready still to do so, if this honourable Court Shall so think proper for this Defendant again avers that the Custome of Insurers admitted all over India the Insurers are in the present Case, no ways Lyable and which Custome of Insurers the now Defendants humbly pray May be Considered and admitted by this honourable Court for if the Insurers were to be Lyable after a Ship is at anchor their Risque would be very Great and no Insurers would come into Such Measurers by reason Many unfair practices May be used with a Ship at anchor to the Insurers prejudice without Danger to the Crew, Wherass such means could not be so Easeyly brought to Bear at Sea where Every Man in the Ship is in Equal Danger with the Vessell.

As to what the Complainant pretends about Rich^d^. Benyon Esqr. is false, and if true has no Concern with the transactions to Be considered by this honourable Court, and is Indeed only Incerted to make the Insurers Seem Unwilling to Be Call'd to hearing of the present affair But this Defendant & the Insurers are and have been allways ready and Even Desirous to have this Contest Decided that they may know what they may Depend on for the future in the like Cases.

all which Matters and things these Defendant is ready to aver maintain and prove on the Insurers behalf and humbly prays to be hence Dissmissed with his reasonable Cost in this behalf most Wrong fully Sustain'd.

Henry Deveil,
Attorney for the Defendant.

21st. August 1744. The Replication of Hodjee Abdull Hoddee of Madras Merchant Repliant, to the answer of Nagara Doss Shamboo Doss &c. of the same place Merchants Defendants.

The said Repliant now and at all times hereafter saving and reserving to himself all & all Manner of Benefit of Exception to the Manifold Errors, Uncertainty's and Imperfections in the Defendants said answer Contain'd for Replication thereunto, or to so much thereof as he this Repliant is advised Materially doth concern this Repliant He this Repliant Replieth and Saith

That this Repliant doth admit the Risque of an Insurer ceases while the Ship on which he Insurers [*sic*] lyes in any Port at anchor, provided she went thither by the Direction of those that had the management of her with Intent to Trade, But this Repliant humbly Conceives should a Ship in her Progress from one Port to another be forced by the Violence of Winds so near to any shore as to be in danger of Splitting thereon without the help of anchors and should she in that case let fall her anchors, no person without absurdity can say the Risque of an Insurer ceases while the said Ship so remains at anchor, for in fact the said Ship is Making the best of her way to her intended Port, tho' detained by Contrary Winds.

If the above Conception of this Repliant be just, then undoubtedly the Defendants are in Equity bound to pay this Repliants Demand, for the Ship on which this Repliant Insur'd was drove into Dunasary by stress of weather, and not Sent thither by this Repliant, and even when the Accident of her taking fire happened was making the best of her way for this Port of Madras, by repairing her riging, stoping her Leaks and fitting her to bear the Seas, without which Necessary Reparations she was judged unfitt to prosecute her Intended Voyage.

For all which reasons this Repliant humbly hopes the Defts. shall be adjudged to pay this Repliants Demands and this Repliant further prays as in and by his Bill of Complaint he hath already Prayed.

William Dumbleton,
Attorney for the Repliant.

Robt. Sloper,
also Attorney for the Replt.

18th. September 1744. The Rejoinder of Nagara Doss Shamboodoss in behalf of himself and the Insurers to the Replication of Hodjee Abdull Hoddee.

The said Defendant now and at all times hereafter saving and reserving to themselves all and all Manner of benefit and advantage of exception to the Incertainty and Insufficiency of the said Replication Saith, That the Defendants said answer is certain true and sufficient in the law to be replied Unto and they also Say

That the Insurers risque is only while the Vessell is under Sail and that risque ceases when or wherever she letts Go her anchor till the time she heaves it up again, nor was the said Vessell so Lost by any accident at Sea, but destroy'd on the dry land neither by Seas Enemys nor Pirats which is all the risques these Defendants by their Insurance contract is obliged to run, Lett the Custome of Insurers and Merchants all over India be Inquired into and it will be found that Several the like cases have at times happen'd, and have been put to Refferrees and the Custome of Insurers in India have allways been admitted against all Cavells and disputes when the Vessell is not Lost at Sea for Without that Exception there would be pretended many more Losses then realy happen, and every old Leakey Vessell has only to Insure and afterwards by coming to an anchor in any port may save all But the Vessell which has been often lost without Cause or rather by Intended Negligence Wherfore these Defendants plead the custome of Insurers in India and humbly prays that this honourable Court will be pleas'd to appoint some Indifferent persons to Enquire into the Custome so Justly pleaded by these Defendants and make a report of their opinion to this honourable Court after which Information these Defendants doubt not of being found to have Contested this affair in right of themselves or any others Who May have the like Case happen.

and these Defendants also Say as in and by their said Answer is allready said and does and will aver and Maintain all and every thing and things therin contain'd to be true and Certain in such Manner and forme as is therein and therby alledged and Expressed.

Henry Deveil,
Attorney for the Defendants.

MAYORS COURT
AT
MADRASPATNAM.

TUESDAY the 4th. day of December Anno Domini 1744 Between Hodjee Abdull Hoddee of Madras Merchant Complaint. & Nagradoss Shambodoss, Arvicheladoss Vitaladoss, Vanudut Govindram, Pondia Shancara Checunda, Goverdundoss Jugga Vadoss, Ragoor Verago Chitty, Ramdoss Cashidoss, Kisnadoss Goverdundoss, Ballsadir Verasiver, Demoda Mudanaser, Serbia Verussadoss, Amerasiver Nunojee, Shanca, Banudat Cherban, Saiah Siwa Attamarun, Purshotum Vellapah, Chittabu Jee Annachor, Narsu Tagjeveram, Goverdun Ram Chundum, Balaba Avechull, Visuanad Shancarjee, Verago Ball Moodu, Sunadee Gruapah, Bomadar Cobarjee & Dialdoss Saumydoss, of the same place Insure[r]s Defendants.

THIS CAUSE coming on this day to be heard and debated before this Court in presence of the attorneys on both sides, on hearing the Complainants Bill, with Translate of a Policy of Insurance for Pagodas 1500, under the Defendants hand, dated the 3d. July 1737 Thereto Annext, The Answer of Nagradoss Shambodoss in behalf of himself and the rest of the Defendants, The Replication, and Rejoynder Read and on Examination of the Matters in this Cause, what was alledged on either side and due Consideration had thereon, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do stand dismissed Out of this Court with Costs. Ps. 1500.

PER CUR.

NOAH CASAMAIJOR,
Regr.

TO MR. NOAH CASAMAIJOR
REGISTER OF THE HONOURABLE THE MAYORS COURT.

SIR

I herewith return you the Papers in the Cause Hodjee Abdull Hoddee against Nagradoss Shambodoss &ct. the appellant having this day withdrawn his appeal.

I am

SIR

Your most humble Servant,

GEORGE PIGOT,
Clerk of Appeals.

FORT ST. GEORGE,
16TH. APRIL 1745.

5th. May 1744.

To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court your Orator Chinna Battan of Madras having had dealings with two Men of the Same place, Named Kellady Chitty Son of Tomby Collity Chitty and Venianada Chitty Son of Veera Chitty the said two Men having occasion for a Sum of Money did apply themselves to your Orator requesting the Loan thereof to whom your Orator lent Pagodas Thirty Current of Madras, which in Sterling Money of Great Brittain accompting each Pagoda Eight Shillings amounts to Twelve Pounds or thereabouts for Securing the repayment of which Sum with Interest thereon after the rate of 9 ₩ Cent ₩ Annum on Demand the said Kellady Chitty & Venianada Chitty did jointly and Sign and give unto your Orator One Bond Dated the 17th. of June 1735 now in your Orators Possession ready to be produced as this honourable Court shall please to Direct & your Orator Shews he hath of amicably Demanded Payment of the said Debt.

But now so it is may it please this honourable Court the said Kellady Chitty & Venianada Chitty both wilfully & obstinately refuse to give your Orator any Manner of Satisfaction your Orator therefore Prays a General relief Touching the Premisses such as to this honourable Court shall appear agreeable to Equity & Good Conscience Is the End of the Bill.

William Dumbleton,
Attorney for the Complainant.

17th. June 1735, Madraspatnam.

We Collaladee Chitty Son of Tomboo Collity Chitty and Venneeanada Chitty Son of Veera Chitty do hereby acknowledge to have Borrowed and Received of Chinna Butten the Sum of Thirty Pagodas Current of Madras which Sum We promise to pay on Demand with Interest at nine ₩ Cent jointly or Separately.

drawn & Signd by
Collalady.

Signed by
Venneanada.

Witness.
Moodu Linga Naigue.
Vuma Butta.
Translated from a Cadjan said to be the Original.

Joseph Githin,
Examr.

Mayors Court at Madraspatnam.

Tuesday the 16th. day of April Anno Domini 1745 Between Chinna Battan of Madras Complainant and Kellady Chitty and Venianada Chitty of the Same place Defendants.

On hearing the Complainants bill, with Translate of a Cadjan bond under the Defts. hands dated the 17 June 1735 for Pagodas 30 thereto annext, Read, and it appearing to this Court that the Defendant Kellady Chitty hath been Served with the Regular Process to answer the Complainants Bill, but willfully and Obstinately refusing so to do. On due Consideration had This Court doth therefore think fit to Order and Decree, & doth accordingly Order and Decree, That the Defendant Kellady Chitty do pay unto the Complainant the full and Just Sum of thirty pagodas Current of Madras, being the principal Money of the beforementioned bond, together with such interest after the

rate of eight ₽ Cent ₽ annum as now is or shall hereafter become due thereon until full payment is made & also the Costs of this Suit, The Plaintiff having made Oath to the justness of his Demand.

₽ Cur.

Noah Casamaijor,
Regr.

September 28th. 1742. To the Honble the Mayors Court at Madraspatnam.

Humbly complaining Sheweth unto this honourable Court your Oratrix Goltee Latchmia Widow and Inhabitant of Madras, That your Oratrix's Late husband Golta Ramnapah having in his Lifetime had Divers and Sundry Dealings with one Poncala Kistnah Late Merchant of Madras your Oratrixs said Husband, did in the Year 1718, in Company or Partnership with the said Poncala Kisnah Purchase one Garden Called Conde Tope the Bill of Sale being Drawn in Poncala Kisnahs Name your Oratrix Shews, that the said Poncala Kisnah did in his Lifetime Let out the said Garden at Rent for the Annual Sum of Sixty eight Pagodas he the said Poncala Kisnah Receiving the Rent for the Same after the Death of Poncala Kisnah his Heirs Continued to Receive the said Rent till the year One thousand Seven hundred and Thirty four, five when your Oratrix Made a Complaint to the then Mayor Mr. John Sanders who was pleased to enquire into the affair and found that Poncala Kisnah and his family had enjoyed the Rent of the said Garden without giving any Account for the Same for the Space of Between Sixteen and Seventeen years, he the said Mr. Saunders did then order that your Oratrix should Receive the rent for the said Garden for the Same Space or Term of years it had been enjoy'd by the said Poncala Kisnah and his heirs Namely Between Sixteen & Seventeen years the Rent of the said Garden amounting for that Space of time to the Sum of One thousand two hundred and thirty one Pagodas and upwards and your Oratrix Shews that the heirs and Managers of the said Poncala Kisnahs Estate did acquiesce to such Order and your Oratrix has in Consequence of such Order Received the said rent ever Since, the year one thousand Seven hundred and thirty five till very Lately your Oratrix is dispossessed after the following manner of said Garden or Rent for the Same Attepetty Comrapa having fyled his Bill in this honourable Court against Poncala Gopaul Naigue for Debts due to him, the said Attepetty Comrapah, and Judgment being obtained by the said Attepetty Comrapah against the said Gopaul Naigue Son and Heir of Poncala Kisnah the half of the said Garden is sold by Order of Execution out of the Honble the Mayors Court to Satisfy the said Attepetty Comrapahs debt so that your Oratrix is thereby Dispossed of one half of the said Garden Rent which amounts to the Sum of four hundred Seventeen Pags. Seven fans. and forty Cash as by an Account Current hereunto Annext will more fully appear and which your Oratrix Begs may be admitted as part of her Bill and your Oratrix Shews that Since said Sale your Oratrix has often applyed to the said Gopaul Naigue for payment of the Ballance due to your Oratrix But now so it is that the said Gopaul Naigue Refuses to make your Oratrix any Manner of Satisfaction in the Premisses: to the end therefore that the said Gopaul Naigue may upon his Corporal Oath true Direct and perfect Answer make to all and Singular the Matters and things before Set forth as fully truely & effectually to all Intents and Purposes as if the Same were here again Repeated and Interrogated and may be Decreed to pay your Oratrix the said Sum of Eight hundred and thirty four Pags. fifteen fannams being the Ballance Due to your Oratrix as aforesaid and that your Oratrix may have Such further and other Releif in the Premisses as Shall be agreeable to Equity and good Conscience.

John Russell,
Attorney for the Complainant.

PONCOLA GOPAUL SON OF PONCALA KISTNAH, DECEASED.

DR.

Particulars		Pa.	Fa.	Ca.
To the whole produce of the Rent of a Garden called Condy Toap, (bought by his Father and my husband) which his father received and Enjoyed himself from 28th. Novr. 1718 to the 28th. November 1730 being 12 years @ 60 P. ⅌ annum	Pags. 720 — —			
To the present or Reward received by him from the Neighbouring Gardeners for permitting them to Convey water to their Lands out of the Tank of the forementioned Garden @ 18 ⅌ annum for 12 years in	216 — —	936	—	—
To the whole produce of the Rent of the said Garden for the year 1731 ...	40 — —			
To the present received for the Water as beforemention'd for the above year.	18 — —	58	—	—
To the whole produce of the Rent of the said Garden for the year 1732	45 — —			
To the present for the Water as beforementiond. for this year	18 — —	63	—	—
Carried over Pags. ...		1057	—	—

CR.

Particulars		Pa.	Fa.	Ca.
By the whole produce of the Rent of the Garden which I received for the years 1736, 37, 38, 39, & 40 @ 50 ⅌ annum	Pags. 250 — —			
By the present received two years for the Water of the Tank @ 18 ⅌ ann. ...	36 — —			
By Ditto for the year 1738.	10 — —	296	—	—
By the produce of the Rent of the said Garden for the year 1741		42	18	—
By Ditto for ten Months Ending September 1742		35	15	—
By Cash received of Trevengalama, Mother of Poncola Gopaul in the year 1745		22	14	—
Carried over Pags. [*sic*]		396	21	—

PONCOLA GOPAUL SON OF PONCALA KISTNAH, DECEASED—*cont.*

Dr.		Pa. Fa. Ca.	Cr.	Pa. Fa. Ca.
Brought forward Pag^s. ...		1057 — —	Brought forward Pag^s. ...	396 21 —
To the whole produce of the Rent of the said Garden which Trevengalama the Widow of Poncala Kistnah Deceased or the Mother of Gopaul received into her possession for the years 1733, 34 & 35 @ 40 ₰ annum	120 — —		By Ballance	834 15 —
To the present of received by her for the Water of the Tank as aforement^d. for the above years @ 18 ₰ annum	54 — —			
		174 — —		
PAGODAS ...		1231 — —	PAGODAS ...	1231 — —

N.B.—Half of the said Ballance is Pagodas 417. 7. 40 which is due to me.

FORT S^T. GEORGE.

ERRORS EXCEPTED.

₰ GOLTEE LATCHMY,
ROB^T. SLOPER,
Attorney for the Complainant.

23D. NOVEMBER 1742.

THE ANSWER of Gopaul Naigue of Madras Merchant Defendant to the Bill of Complaint of Goalte Latchima of the Same place Widow Complt.

THIS DEFENDANT Saving and reserving to himself now and at all times hereafter all Manner of benefit and advantage of exception to the many errors, uncertainties and imperfections in the said Bill contained for Answer thereto or to so much thereof as this Defendant is advised doth Materially concern him to make Answer unto, He this Defendant Answereth & Saith

That he Acknowledgeth it to be true that this Defendant's Father Poncala Kistnah deceased bought the Garden called Conde Tope about the time Set forth in the Complts. Bill. But this Defendant Saith further, that the Complainant annexed a pretended account Current to a bill of Complaint she filed October the 24th. 1738 against Permoll Modelare Executor of the Last Will of this Defendant's said Father; in which Account Current she gives Credit for her husband's concern of 94 Ninety four Pagodas under this Defendants said Father out of 388 three hundred eighty eight Pagodas the purchase Money of the said Garden: whereby it appears that the Complainant has no more than about ¼ Share of the said Garden.

This Defendant further Saith the first Year after the Purchase the Complainants husband received the whole rent of the said Garden after which this Defendts. said Father received it during his life Namely for 12 Years; and for three years after his Death it was received by the said Permoll Moodelare. After which the Complainant desired the said Permol Moodelare that she might receive the whole rent thereof for five years to come in lieu of the said ¼ Share which was owing to her: which was granted her; but she received it Seven years instead of five, this Defendant being then a minor & not having Sufficient power to eject her. Whereby the Complainant received above 100 Pagodas more than what belonged to her.

This Defendant begs this honourable Court to observe, that the Complt. now sues this Defendant for the Sum of 417. 7. 40 as due to her ½ Share of the said Garden and that in the aforesaid account Current annext to her Bill against Permoll Moodelare she debt this Defendant's said Father's Estate 800 Pagodas for her ½ share of the sd. Garden Namely for her ½ of 1600 Pagodas for 16 Years @ the yearly rent of 100 Pagodas, and yet acknowledges in the very same Account Current that her husbands concern in the purchase of the said Garden was no more than 94 Pagodas out of P. 388. —. —. It is very evident from hence She writes at random, without a just regard to truth.

How the Sheriff came to Sell one half only of the said Garden lately whereas he might have sold ¾ thereof as belonging to this Defendant this Defendant knows not.

All which Matters and things this Defendant is ready to aver, maintain and prove as this honourable Court shall award, & humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most Wrongfully Sustain'd.

WILLIAM DUMBLETON,
Attorney for the Defendant.

15TH. MARCH 1742/3.

THE Replication of Gulta Latchima to the Answer of Gopaul Naigue.

THIS REPLYANT Saving and Reserving to herself now and at all times hereafter all Manner of Benefit of Exception to the manifold Errors Uncertainty's and Imperfections in the Defendts. said Answer Contained for Replication thereunto, or to so much thereof as she this Replyant is advised Materially Concerns her this Replyant she this Replt. Replyeth & Saith

That the Defendant Sets forth in his Answer that this Replyants husband did receive one whole years Rent of the Garden called Cone Tope and that this Replyants husband was Concerned no more than Ninety four Pagodas which this Replyant Says is false. And further the Defendant Sets forth in his Answer that this Replyant sued Permaul Moodelare (Executor to the Last Will & Testament of the Defendants Father who is Deceased) in the year of Our Lord one thousand Seven hundred and Thirty Eight which this Replyant admits to be true and which accounts being very Considerable shall be made appear more at Large to this honourable Court in time.

And this Replyant Says that her husband and the Defendants Father did in their Lifetime purchase the aforesaid Garden Jointly each paying an Equal Share, the Rent of which the Defendants Father and his Executor aforementioned Received for Seventeen years Successively, and she this Replyant only Seven years and further this Defendant Says That the Defendant Sold his half share in the aforesaid Garden upon which this Replyant Insisted on payment of Pagodas Four hundred and Seventeen Seven fanams and forty Cash so much being owing to her for her Proportion in the said Garden.

All which Matters and things this Replyant will aver maintain and prove as this Honourable Court shall Direct and humbly Prays as in and by his said Bill he hath already Prayed.

John Russell,
Attorney for the Complainant.

Rejoynder General.

Interrogatories to be administred to Such Witnesses as Shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein Gulta Letchma is Complainant & one Gopaul Naigue Defendant.

1st. . . . . To all the Witnesses do you know the Parties Complainant and Defendant in this Cause or either and which of them, and how long have you known them or either of them declare.

2d. . . . . To Mauderal Tagapah, do you know, or are you acquainted with any purchase being made of a Garden Called Conde Tope between Goalta Ravenapah and Poncola Kistna, the former Husband to the Complainant and and the latter Father to the Defendant, if yea, Set forth to the best of your knowledge how much was paid for the said Garden, and what Share had each person therein declare, was you Conicoply to Goalta Ravenapah in his lifetime, whose writing do you believe that in the Book now shewn you at the time of your Examination Marked I.R.N. 1 & 2 to be, or whose hand writing is Signed thereto, what is the purport of the said Writings to the best of your knowledge declare.

3d. . . . . To Conocopalla Ramah Kistna, Was you and your Brother Conicoplys to Poncola Kistnah Father to the Defendant in his life do you know or have you heard of a Garden call'd Conde Tope being purchased in partnership between the said Poncola Kistna & Gopaul Ravenapahs Husband to the Complainant, if yea, do you know what each persons Share was in the said Garden Declare.

Do you know the writings in a book now Shewn you at this the time of your Examination Marked I.R.N. 1 & 2 or can you say who Signed the Same, what are the purports of the said Writings declare.

To all the Witnesses. Do you know or can you say any other Matter, or thing Material for the Complainant in this Cause, if yea, Set forth the Same as you know, have heard, or do beleive with the reasons of such your knowledge or beleif Declare.

Robt. Sloper.
Atty. for the Complainant.

MAYORS COURT AT MADRASPATNAM. BETWEEN Gulta Latchma ... Complainant and Gopaul Naigue ... ... Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

MAUDERAL TAGAPAH of Madras Conicoply aged 55 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29th. day of February 1743/4 Shewn at the Office of Mr. William Dumbleton Attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Mauderal Tagapah and Afterwards on the Same day being Sworn and Examined Deposeth as follows.

1st. . . . . To the first Interrogatory this Deponent Saith That he hath known the Complt. 30 years and the Defendant 20 Years or thereabouts.

2d. . . . . To the Second Interrogatory this Deponent Saith That he knows and is well acquainted with the purchase of a Garden Called Conde Tope between Goalta Ravenapah the Complaints. husband and Poncala Kistnama the Defendant's Father That Three hundred and Eighty Eight Pagodas was paid for the said Garden and that each person had half share therein he further Saith That he was Conicoply to Goalta Ravenapah in his lifetime and that the passages in the Book now Shewn him at this the time of his Examination Marked I.R.N. 1 & 2 are of this Deponent's writing but the Signing thereto is of Poncla Kistnama's handwriting That the writing Marked I.R. No. 1 purports an acknowledgement of Poncla Kistnama that Goalta Ravenapah was half sharer with him in the Garden therein mentioned bought for Three hundred and Eighty Eight Pagodas of the Church as above and that the writing marked I.R. No. 2 contains the Account of the produce of the said Garden in one year and more Saith not to this or the last Interrogatory.

MAUDERAL TAGAPAHS.

JOSEPH GITHIN,
Examr.

RAMAH KISTNAH of Madras Conicoply aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complt. and afterwards being Sworn and Examin'd Deposeth as follows.

1st. . . . . To the first Interrogatory this Deponent saith That he hath known the Complainant 30 years and the Defendant he hath known 22 years or thereabouts.

3d. . . . . To the third Interrogatory this Deponent Saith That he, this Deponent and his Brother were Conicoplys to Poncala Kishna, father to the Defendant, in his lifetime That he has heard of a Garden Called Conde Tope being purchased in Partnership between the said Poncala Kistna and Goalta Ravenapah the Complainant's husband and that each person had half share therein This Deponent further Saith That he knows the writings in a book now produced and Shewn him Marked I.R.N. 1 & 2 and that they are both Signed by Poncla Kistnah, That the writing Marked I.R.N. 1 contains the price of the Garden above mentioned and Poncla Kistna's acknowledgement that Goalta Ravenapah was half Sharer therein and that the writing Marked N. 2 I.R. is the Account of the first years produce of the Garden after it was purchased—and further Saith not to this on the last Interrogatory.

RAMAH KISTNAMA.

JOSEPH GITHIN,
Examr.

Poncala Gopaul Son of Poncala Kistna Deceased.

Dr.

Date		Pa.	Fa.	Ca.
1730 Novr. 28	To the rent of a Garden call'd Conde Tope bought by his Father and my husband each a half part, which rent was received by his Father from the 28th. Novr. 1718 to this date being 12 years at Pags. 60 ꝑ annum is Pags. 720 my husbands half part is ... ... P.	360	—	—
	To a Gratuity Received by him from the Neighbouring Gardiners for permitting them to Convey Water to their Lands out of the Tank of the beforementioned Garden @ Pags. 18 ꝑ annum for 12 years is P. 216			
	My husbands half part is	108	—	—
1731 Novr. 28	To one Years Rent of the said Garden received by him ... ... Pagodas 40			
	Gratuity for the Water 18			
	58			
	My half part is	29	—	—
1732 Novr. 28	To one years rent of the said Garden received by him ... ... Pagods. 45			
	Gratuity for the Water 18			
	63			
	My half part is	31	18	—
	Carried over Pags. ...	528	18	—

Cr.

Date		Pa.	Fa.	Ca.
1735	By Cash Received of Travengalama Mother of Poncola Gopaul	22	24	—
1740 Novr. 28	By the rent of the said Garden as ꝑ Contra received by me for five years at P. 50 ꝑ annum is ... ... P. 250			
	his half part is	125	—	—
	By a Gratuity for Water as ꝑ Contra for 2 years ... ... P. 36			
	his half part is	18	—	—
	By Do. for one year P. 10—his half part is ...	5	—	—
1741 Novr. 28	By one years rent of the said Garden received by me ... ... P. 42. 18			
	his half part is	21	9	—
1742 Sepr. 28	By Rent received for the said Garden 10 Months. P. 35. 15			
	his half part is	17	25	40
		209	22	40
	By Ballance due to me	405	31	40
	Carried over Pags. ...	615	18	—

PONCOLA GOPAUL SON OF PONCALA KISTNA DECEASED—*cont.*

Dr.		Pa.	Fa.	Ca	Cr.	Pa.	Fa.	Ca.
	Brought forward Pags. ...	528	18	—	Brought forward Pags. ...	615	18	—
1735 Novr. 28	To Rent of the said Garden received by the Widow of Poncola Kistna and Mother to Poncola Gopaul for 3 years at P. 40 ℔ ann. is ... ... P. 120							
	Gratuity for the Water as before ... 54							
	174							
	My half part is	87	—	—				
	PAGODAS ...	615	18	—	PAGODAS ...	615	18	—

MADRAS, 28TH. SEPTEMBER 1742.

ERRORS EXCEPTED.

℔ GOLTE LATCHMY, *her Mark.*

MAYORS COURT
AT
MADRASPATNAM.

Tuesday the 24 day of July Anno Domini 1744 Between Goltee Latchmia Widow and Inhabitant of Madras Complainant and Gopaul Naigue (son and heir of Poncala Kistnah Deceased) of the Same place Merchant Defendant.

This Cause coming on this day to be heard and debated before this Court in presence of the Plaintiffs attorney, The Defendant and his attorney, on hearing the Complainants Bill and an account Curr[t]. thereto annext, The Defendants Answer, the Replication and Rejoynder also the proofs taken in this Cause on the part of the Complainant (the Defendant not having produced any) an order made in this Cause on the 10th. day of this Instant, whereby the Plt. Sues was required to produce the book mentioned in the pleadings in this Cause, wherein, it is said that the Defendants deceased Father had sign'd an acknowledgment of the Complainants husbands Concern in the Matters in dispute another Order of the 17 Instant made in this Cause whereby the Plaintiff was required to annex another account Current Signed by herself to her Bill (the first not being signed) and the said Account pursuant thereto Read and the said book being produced, also the Court Receipt book, wherein are Several Receipts Signed by the said Poncala Kistna Deceased, which Signing being Compared by Servanah with that in the book Produced by the Plaintiff he declared that he believed they were the Signing of the Same person, but wrote with Different pens, and on Examination of the Matters in this Cause what was alleged on either Side and due Consideration had thereon This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree, That the Defendant do pay unto the Complainant the full and just Sum of Four hundred five Pagodas thirty one fanams forty Cash being the ballance appearing to be due from the Deft. to the Complainant according to the last mentioned Account together with such Interest from the 28th. September 1742 after the rate of eight ℔ Cent ℔ annum as now is or Shall hereafter become due thereon until full payment is made and also the Costs of this Suit. P[s]. 405. 31. 40.

℔ CUR. NOAH CASAMAIJOR,
Reg[r].

TO M[R]. NOAH CASAMAIJOR REGISTER
OF THE HONOURABLE THE MAYORS COURT.

SIR

The Honble the Court of Appeals having thought proper to dismiss the Appeal of Poncola Gopaul against Goltee Latchmia, for want of prosecution I herewith return you the Exhibits of the Honble the Mayors Court

and am

FORT S[T]. GEORGE,
22[D]. APRIL 1745.

Your most humble Servant,
GEORGE PIGOT,
Clerk of Appl[s].

12TH. MARCH 1744.

To the Honourable the Mayors
Court at Madraspatnam.

Humbly Complaining Sheweth to this honourable Court your Oratrix Rasaka, widow and Relict of Vishvanada Tumiah Deceased That your Oratrix and her family, have formerly had Several dealings with one Latchmama Relict of Golaroo Vallaboo Naigue also Deceased, the said Latchmah stood indebted to your Oratrix on a Bond.

And your Oratrix having Since Settled and adjusted the said Acct. of principal and Interest, the said Latchmama stands Still indebted to your Oratrix in the principal Sum of one hundred and fifty pagodas Current of Madras, which in Sterling Money of Great Brittain allowing Eight Shillings for each pagodas [*sic*] amounts Sixteen pounds or thereabouts, and for securing repayment thereof, the said Latchmama and two other persons, by name Dorsery her Brother, and one Roche, did all Jointly and Seperately Sign and give unto your Oratrix a Cadjan bond on obligation, bearing date in Fort St. George the 21st. of September 1744, as by a Translate thereof hereunto annext will more fully appear, and to which your Oratrix most humbly refers and your Oratrix Shews she hath frequently demanded payment in the Most amicable Manner But now so it is may it please this honourable Court, they all and each of them refuse, to Give your Oratrix any Satisfaction in the premisses.

To the End therefore, that the said Latchmama, Dorsery and Roche may all upon their Corporal Oaths, true and perfect answer make to all and Every the matters aforesaid as fully truely and Effectually to all Intents and purposes, as if the Same was here again repeated and Interrogated, and be Decreed to pay your Oratrix the said principal Sum of, 150 pagodas and the Interest due thereon, and your Oratrix may have Such further and other releif in the premisses, as may be Agreeable to Equity and good Conscience.

HENRY DEVEIL,
Attorney for the Complainant.

21ST. SEPTEMBER 1744, MADRASPATNAM.

I Latchmama Relict of Golarod Vallaboo Naigue, Dorsery Latchmama's Brother and Roache do hereby acknowledge to be indebted to Rasaka Relict of Vishvanada Tumiah in the Sum of one hundred and fifty Pagodas the said Sum remaining due on a Bond we formerly gave her which Sum We here promise to pay on Demand with Interest at 8 Pr. Cent Jointly or Separately.

LATCHMAMAS *Mark.*
DORSERY.
ROCHE.

WITNESS.

Boodure Irsapen.
Coddagum Trimaliah Naigue.
Drawn by Mootu Irsapen.
Translated from a Cadjan said to be the Original.

JOSEPH GITHIN,
Examr.

MAYORS COURT AT MADRASPATNAM.

Tuesday the 23th. day of April Anno Domini 1745 Between Rasaka widow and Relict of Vishvanada Tumiah Deced. of Madras Complainant, and Latchmama Relict of Golaroo Vellaboo Naigue Deceased Dorsery & Roache of the Same place Defendants.

On hearing the Complainants bill, with Translate of a Cadjan bond under the Defendants hands dated the 21st. September 1744 for Pagodas 150 thereto annext Read, And it appearing to this Court that the Defendants have been served with the regular process to answer the Complts. Bill, but willfully and

obstinately refusing so to do, on due Consideration had, This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the Defendants do pay unto the Complainant the full and just Sum of one P. 150
hundred & fifty pagodas Current of Madras, being the principal Money of the beforemention'd bond, together with Such Interest after the rate of eight ꝑ Cent ꝑ annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit. The Complainant having made Oath to the truth of her demand.

PER CUR.

NOAH CASAMAIJOR,
Regr.

DECER. THE 4TH. 1739.

To the Honourable the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honourable Court your Orator John Sanderson Merchant of Madras, That your Orator having had Divers and Sundry Dealings with the Honourable Richard Benyon Esqr. President of Madras, and your Orator having Occasion to pay unto the said Richard Benyon Esqr. the Sum of Two thousand Pagodas your Orator Shews that in order to make such Payment, your Orator did Send by the hands of One Mugganah Servant and Dubash to your Orator, the said Sum of Two Thousand Pagodas to be Deposited in the hands of Cashia Chitty Andeapah Servant and Dubash to the said Richard Benyon Esqr. by him to be paid to his Master, the said Richard Benyon Esqr. which was Deposited accordingly in the hands of the said Cashia Chitty Andeapah, on the Second day of March One thousand Seven hundred and thirty Seven Eight 1737–8 The Receipt of which the said Cashia Chitty Andeapah Servant and Dubash as aforesaid has frequently since that time acknowledged to your Orator, and more Particularly He did own it to your Orator in the Months of February and March Last but to your Orators great Surprize in a Conversation between the Honourable Richard Benyon Esqr. and your Orator Held the Thirteenth day of November Last in the Morning on the Subject Matter of the Premisses the said Richard Benyon Esqr. did utterly disown and Deny that He had ever received any such Sum of Money as aforesaid from the hands of his said Servant Cashia Chitty Andeapah and that now being the Thirteenth Day of Novemr. as aforesaid was the first time, He the said Richard Benyon Esqr. was any way made acquainted with the same But that He the said Richard Benyon Esqr. would forthwith send for his said Servant and would make all Possible Enquiry into this affair accordingly the said Richard Benyon Esqr. did in a few hours after by Massage Order your Orator to attend him at the Gardens in the Evening of the said Thirteenth day of November In Pursuance of which Message your Orator did attend and did then and there Find the said Cashia Chitty Andeapah in waiting who being Called for and Interrogated by the said Richard Benyon Esqr. in Presence of your Orator Concerning the Receipt of the said Pagodas Two thousand, He the said Cashia Chitty Andeapah did then Deny he had Ever received any such Sum of Money as aforesaid from the hands of your Orators said Servant Mugganah But by a Strange fitch [*sic*] as unaccountable as it was untrue, he the said Cashia Chitty Andeapah did then and there Intimate as if your Orator had told him that the Sum of Pagodas Two thousand was lent by your Orator to his Gomaster at Vizagapatam although there Cannot be the least Colour or ground for his so saying Nor can the said Cashia Chitty Andeapah produce any authority or advice by Letter or otherwise from your Orator or his Gomaster at Vizagapatam to Support the Truth of what he so says anymore than your Orator Can produce a Receipt for the Money so Lent as he is pleased to Call it to his Gomaster For it is well known had this Money as Aforesaid been Lent to

the Gomaster your Orator would not have failed to have taken a Receipt for the Same as your Orator has been always known to do in Matters of much less Consequence than the Matter now before this honourable Court.

But now so it is may it please this honourable Court, That your Orator finding no Redress in the Matter of his Complaint although he has often applyed himself in the Most friendly manner to the said Cashia Chitty Andeapah for Payment of the said Sum of Pagodas two thousand who instead of paying the said Sum as he has often Promised so to do bids now open Defiance to your Orator and tells your Orator to Seek his Remedy where your Orator Can find it.

To the End therefore That the said Cashia Chitty Andeapah may upon his Corporal Oath true and perfect answer make to all and every the Matters aforesaid as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and that he the said Cashia Chitty Andeapah may Particularly Set forth and say if he did not receive the said Sum of Two thousand Pag[s]. from your Orators Servant by Name Mugganah with Orders to pay the Same to his Master Richard Benyon Esq[r]. and That he the said Cashia Chitty Andeapah May set forth and Say why he did not pay the said Money to his Master the said Richard Benyon Esq[r]. with his Reasons for Detaining the said Money from your Orator against all Law Justice and Equity and that he be Decreed to pay your Orator the said Sum of Two thousand Pagodas with such Interest as is or may become due thereon from the time the same ought to have been paid and that your Orator may have such farther and other releif in the premisses as Shall be Agreeable to Equity and good Conscience.

Sworn before me this 18th. day
of Decer. A.D. 1739
S. Harrison Mayor
Decer. 18, 1739.

John Russell,
Attorney for the Complainant.

The answer of Cassava Chitty Addeapah of Fort S[t]. George Merchant Defendant to the Bill of Complaint of John Sanderson of said place Merchant Complainant.

This Defendant Saving to himself all Benefit of Exception to the Errors and Imperfect[s]. in the said bill contained for answer thereunto or to so much thereof as this Defendant is advis'd Materially Concerneth him to make answer unto, He this Defendant answereth and Saith, that he doth absolutely deny, that he ever did receive from the hands of Muggana or any other person by order or in behalf of the Plaintiff the Sum of Two Thousand Pagodas, or any other Sum to be by him paid to the Honourable Richard Benyon Esq[r]. for account of the said Plaintiff and this Defendant Saith, that he is informed and can prove that the Plaintiff had no Occasion to pay the said Richard Benyon Esq[r]. at the time Set forth in the Plaintiff's bill the Sum of Two thousand Pagodas on account of dealings between them, nor could there be any reason for depositing the Same in this Defendants hands, had the said Sum been paid on Such Accounts nor is it possible this Defendant could have detained Such Sum if paid on account of dealings in Trade Since the accounts between them Must have shown that he had so done and the Plaintiff though silent in his Bill of Complaint as to the occasion for which he pretends the said Sum was paid, yet having made it the Subject of his common conversation so that there is no Person in Madras who has not heard thereof and least his the Plaintiffs confident talking should induce any body to beleive the Fact to be as he pretends this Defendant does think himself at Liberty and obliged to set forth certain

facts and circumstances, by which it will appear the said Plaintiff had no Occasion to pay the said Sum of Two thousand Pagodas or any other Sum to the said Richard Benyon Esqr.

This Defendant therefore further answering Saith, That on the 13th. November last past the Plaintiff being with the Governour this Defendant was called in & charged with having received the Sum of Two thousand Pagodas for the Governour from the Plaintiffs man Muggana when the said Plaintiff was last in Madras, which this Defendant absolutely deny'd, but acknowledged that the Plaintiff since his return to this Place had told him he had advanced his Gomastahs at Vizagapatam to that amount and demanded payment of it, that this Defendant having sent down Ten Thousand Rupees to them was Surprized at such a demand, but told the Plaintiff in answer, if the said Plaintiff had any receipt for the same he would pay it, or if not, when the Defts. Gomastahs advised the Receipt thereof he would pay it without Such Receipt, and this Defendant absolutely denies, that he ever did acknowledge the receipt of the Sum of Two Thousand Pagodas from the said Plaintiff either by himself or his Gomastahs further than by such promise of repayment in case such receipt Should be produced or such advice come as above Set forth This Defendant acknowledges that the Plaintiff did apply to him for payment of that Money but doth absolutely deny he ever understood any other Money to be meant than what the Plaintiff pretended was advanced to his Gomastahs and indeed this Defendant could not possibly understand any other Since he never did receive any other Money from him this reply of this Defendants the Plaintiffs calls a strange fetch as unaccountable as untrue but this Defendant Sets forth that is no ways unaccountable That if his Gomastahs had been in want of Money, he should have applied to the Plaintiff who was then Chief of Vizagapatam Since he had often before done it, and this Defendant had paid three hundred and odd Pagodas at one time and Eight hundred thirty three Rupees at another time for Money advanced by the Plaintiff, to this Defendants Gomastahs, it is therefore no ways unprobable this Defend^{ts}. Gomastahs Might taken [*sic*] up Money of the Plaintiff a third time Since they had done it often before.

This Defendant further answering Saith, That on his denying (when examined by the Governour on the 13 Novem^{r}. last) the Receipt of the said Two thousand Pagodas the Plaintiff asserting it again asked this Defenda^{ts}. if he had not applyed to this Defendant and promised to give this Defendant Two thousand Pagodas if he would perswade the Governour To let him go down again to Vizagapatam to settle his affairs there and bring up his Family, and if this Defendant did not Answer thereto that the Governours mind was vexed at the badness of the Cloth and the Complts. of the Merchants from thence, but that if he the Plaintiff would get the Money ready this Defend^{t}. would let him the Plaintiff know when it was a proper time to send it. To which Questions this Defendant did then and does now again answer in the Negative. But this Defendant remembers the Governour did ask the Plaintiff on his putting these Questions to this Deft. whether he had not before said the said Two Thousand Pagodas were for him and not for this Defendant and Since it was in order to go down again to Vizagapatam which he did do whether (he the Plaintiff having obtained what he gave the Money for) the said Money did not belong to him to which the Plaintiff reply'd, that the Money was for the Governour but that his turned out Cloth was to be taken in as well as he permitted to go to Vizagapatam again, the words this Defendant cannot particul^{y}. Set forth but the purport of them is as above recited

and this Defendant further answering Saith that some time in the Month of January 1735/6 the Plaintiffs Servant Muggana came to this Defendant with a Letter from the Plaintiff dated 19 Dece^{r}. 1735. the original of which this Defend^{t}. has now to produce, and the Copy is as follows

To Cassem Chitty Adeapa.

No. 1. I have Sent my Servant Mugga to you who will inform you the great misfortune that attends me here for want of a Choice of able People to contract with, besides the Prices I allowed last year in proportion to the Deduction made is so great that I am informed by Several People that the Merchants were actually Loosers by the Cloth, and still there is a large Debt stands. out by Lengans Set of Merchants one of which has proved a Bankrupt and he owes half of the Debt among them for his share.

You will find by what Mugga will deliver to you I have made the same Compliment for the Governour, I ever did for his Predecessors, which I do with a great deal of good will, but can less afford it of any time since Mr. Macrae left Madrass.

You may depend upon my readiness to Serve you on all Occasions.

Vizagapatam, I am
the 19 Decr. 1735. Your assured Friend,
John Sanderson.

and the said Muggana told this Defendant that he had brought with him one Thousand Pagodas which the Plaintiff designed as a present to the Governour and this Defendant havg. appointed the said Muggana to meet him at the Fort he the said Defendant did carry the said Muggana into a room next the dining room and this Defendant leaving the said Muggana there went into the Governour's writing room, and showed him the Letter, & with all told him what the said Muggana had brot., and the said Governour having read the said Letter, did after some little time bid this Defendant bring the said Muggana in with the Money which this Deft. accordingly did, and the said Muggana having laid the Money down upon a Table before the Governour this Defendant & Mugganah withdrew, and this Defendant did not see what the Governour did with the Money, or know then what he intended concerning the Same, but this Defendant is Since informed and can prove that the 7o. February 1735/6 he the said Governour did write a Letter to the said Plaintiff Copy of which is as follows.

Sir

No. 2 I have seen the Letter which you wrote to Adiapa and I am very sorry to observe by it that you were upon such hard terms whilst you were at Ingeram when at the same time I have very good reason to beleive both your Neighbours at Vizagapatam & Maddepollam, set rent free. But however that be I am sure neither the Companys affairs or your own can be carry'd on in the Manner they ought to be, if what you offer upon the present occasion is Established as a Constant practice yet that you might not be deceived in what has passed here, what your Dubash brot. I have thought fit to take into my Possession, and desire you will send an order to Mr. Morse to receive it of my He need not be acquainted upon what Account it is, neither is it proper that Notions of this Sort should be publick or propageted for fear of the evil Consequence that Such a way of thinking may be attended with.

As you know now upon what Terms you are upon with me, I must recommend it to you that you are indistrious & Vigilant in promoting the Investmt., you will want no reasonable encouragement from hence, but we cannot answer to give such extraordinary Prices for bad Cloth when we ought to have given less for that which is good, but I write you apart, and in the General more fully about your Investment, & this is Sufficient here

February 7o. 1735/6. I am
Sir
Your assured Friend
Richd. Benyon

and this Defendant further Sets forth & Saith that the 5 March 1735/6 he the said Pltff. acknowledged the receipt of the said Letter of the 7th. February 1735/6 and in his said Letter of the 5o. March makes use of these words I have your Honrs. pardon to ask in offering to do a thing so contrary to what you seem to Expect if it is your honours pleasure of returning that which my Servant delivered if you please of sending " it by some Vessell to me as it will be less publick " The 5th. June 1736 the Plaintiff writing again to the Governour Says " the Small Chest Capt. Hepburn brot." came out right according to the Mark of the Bag " The 24o. July 1736 the Plaintiff writing again to the Governour has these words Possible your Honour would take it amiss if I did not inform you but the Pagodas I sent your honour was " a Sealed bag of new Madras Pagodas, and it is reasonable to be Supposed may have been paid away in the room of other ". No. 3

And this Defendant further Sets forth that the Plaintiff arrived from Vizagapatam the 19 Janry. 1737/8 when he brought up a considerable Quantity of Cloth which was unfitt for the Compas. use, and that the Plaintiff did apply to this Defendant to ask the Governour if he did want that Cloth for some of his Voyages which this Defendant accordingly did, and received for answer that the Governour resolved not to have any thing to do with it, tho' this Defendant is informed and can prove that the Plaintiff had offer'd to let the Governour have his Cloth for Two thousand Pagodas less than it cost the Plaintiff, or in other words to Accept of Two thousand Pagodas from him, The Plaintiff made a Second attempt in the following manner. The Plaintiff having disbursed certain Sums of Money for Account of the Governour, Carry'd to the Governour an account Current for ballce. whereof there would have been due to the Plaintiff upwards of Two Thousand five hundred Pagodas, but entered therein an article on the Credit side in the following words By Cash received Pags. 2000 or to that effect, on peruseing the said account Current, the Governour calling for his Cash keeper in order to pay the said Two thousand Pagodas, the Plaintiff Stopped him telling him he desired him to accept of it, upon which the said Governour asked the said Plaintiff how he could make " him any such offer, or imagine he had any such Expectations after what had passed between them about ye. Thousand Pagodas or said the said Governour to the Plaintiff do you think I refused that because it was not enough " Some other discourse passed between the said Governour and the Plaintiff at that time which this Defendant cannot particularly Set forth but beleives that the said Governour did tell the Plaintiff that he the said Plaintiff had no Reason to doubt of his the said Governour's friendship and did assure the said Plaintiff that he would Continue his Friendship, and would do him all the Service in his power, without any Expectation or Consideration of the Sort which the Plaintiff had offered; or to that effect, and therefore desired the Plaintiff to put his account on his Pocket again, which the Plaintiff accordingly did and this Defendant beleives that what account was then depending between the said Governour and the Plaintiff was afterwards made up and the ballance being Two Thousand five hundred and odd Pagodas, was realy and actually paid to the Plaintiff the 8 March 1737/8 without any deduction whatever.

Now this Defendant refers it to the Consideration of this Honourable Court, whether there is any probability, that after the Governour had refused to purchase the turned out Cloth for Two Thousand Pagodas less than it Cost the Plaintiff & had afterwards refused the same Sum when offered in such a manner that nobody but himself and the Plt. could possibly be acquainted with the affair, he would receive it in the manner Set forth by the Plaintiff when two more Persons at the least must be in the Secrett and whether it is Probable the Plaintiff should send the money in the manner Set forth in his Bill; after the said Governour had so plainly intimated to the Plaintiff that he did not think the blacks were to be trusted in Such an affair and given that as a reason to the Plt. in his Letter of the 7o. February 1735/6 why he had taken into his Possession the Bag of one Thousand Pags. brought by the

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